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Edmonds No. 15 School District and Edmonds Education Association (1984)

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Edmonds No. 15 School District and Edmonds Education Association (1984)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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COLLECTIVE BARGAINING

AGREEMENT

Between The

EDMONDS EDUCATION ASSOCIATION

And

EDMONDS SCHOOL DISTRICT NO. 15

1984 - 1987

7/87

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ARTICLE I
GENERAL PROVISIONS

Section 1.1 RECITAL - WITNESSETH

This Agreement is entered into this first day of August, 1984, and subsequently modified in 1985, by and between Edmonds Education Association, hereinafter called the "Association," and the Edmonds School District No. 15, the County of Snohomish, Washington, hereinafter called the "District."

WHEREAS, the Board has a statutory obligation, pursuant to RCW 41.59, to bargain with the Association as the exclusive representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Section 1.2 RECOGNITION

The Board of Directors of the Edmonds School District No. 15 recognizes the Edmonds Education Association as the exclusive bargaining representative for all certificated employees of the District under a regular, a non-continuing, a provisional or part-time (.2 or more) contract in positions which require the employee to hold a teacher or educational staff associate certificate, excluding principals, assistant/vice principals, the superintendent and all supervisory and administrative positions identified as assistant superintendents, directors, coordinators, supervisors and managers.

Section 1.3 DEFINITIONS

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term "Agreement" shall mean this entire negotiated Agreement.

The term "Association" shall mean the Edmonds Education Association.

The term "Board" shall mean the Board of Directors of the Edmonds School District No. 15.

The term "District" shall mean the Edmonds School District No.15.

The term "employee" shall refer to all certificated employees represented by the Association in the bargaining unit as defined in the Recognition Section of this Agreement.

The term "days" shall mean contracted workdays unless otherwise specifically defined in this Agreement.

The term "Act" shall mean the Educational Employment Relations Act, RCW 41.59.

ARTICLE I (cont'd)

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number include both the singular and the plural.

Section 1.4 COMPLIANCE WITH AGREEMENT

All contracts issued for each school year covered by this Agreement will state they are subject to the terms of this Agreement. All contracts issued for the school year after the expiration date of this Agreement will state that they are subject to the terms of the Agreement in effect for that year.

Section 1.5 INDIVIDUAL EMPLOYEE CONTRACTS

- A. The District shall provide each employee a contract in conformity with this Agreement.
- B. Copies of contract: Two (2) copies of the contract shall be given to the employee at the time it is signed. The employee shall retain one (1) signed copy. One (1) signed copy shall be forwarded to the Personnel Office and will be filed in the Master Contract File.
- C. Release from contract: An employee under contract for the following year shall be released from the obligations of the contract upon request under the following conditions:
 - 1. A letter of resignation submitted prior to July 1 to the Personnel Office.
 - 2. Illness or other personal matters which make it impossible for the employee to continue in the District.
- D. Length of contract: The length of the basic employee contract shall be 182 days for continuing employees and 183 days for new employees.

Section 1.6 OPTIONAL WORKDAYS

During the 1985-86 school year, in furtherance of the District's educational programs, each employee shall have the option of working four (4) additional days beyond the regularly-scheduled work year at his/her per diem rate of pay.

A minimum of two (2) of the optional workdays described above shall be devoted to building-level activities which are designed by the staff and approved by the principal.

Up to two (2) of the optional workdays described above shall be devoted to district-wide activities, curriculum projects, special projects, or out-of-district workshops/conferences, when approved by the Cabinet-level administrator. In establishing dates and content of the activities, curriculum projects and/or special projects the Cabinet-level administrator will consider recommendations which are received from the Association, building or program staff and/or individual employees.

ARTICLE I (cont'd)

Optional workday activities will not be scheduled on Martin Luther King Day.

Section 1.7 SUPPLEMENTAL CONTRACTS

Employees assigned District specified extra-curricular and supplemental assignments pursuant to the Extra-Duty Salary Schedule in Appendix 4 of this Agreement will be notified of the assignment and the duration of that assignment. The District will issue the supplemental contracts for the next year as early as possible, but no later than fifteen (15) calendar days before the assignment is to begin. Stipends shall be paid in equal installments added to the employee's regular salary.

Termination of a supplemental contract during its stated term shall be for good reason and shall be subject to the Grievance Procedure contained in this Agreement. The decision not to continue a supplemental contract for an ensuing year shall be at the sole discretion of the District and shall not be subject to the Grievance Procedure.

Section 1.8 SAVINGS CLAUSE

It is the intent and belief by both parties that this Agreement is lawful and is in compliance with all applicable provisions of the State and Federal law, including all individual personnel service contracts subject to this Agreement.

Should any provision of this Agreement be held to be contrary to law, such provision or application shall have affect only to the extent permitted by law and the remainder of the Agreement shall continue in full force and effect.

If any provision is declared or determined to be contrary to law by a court of competent jurisdiction, the parties shall mutually agree to renegotiate said provision as soon thereafter as reasonably possible and such negotiations shall be confined to the one issue declared or determined to be contrary to law. If a satisfactory agreement on the provision in question is not achieved, all conditions of the negotiated Agreement shall continue to apply in full force and effect without interruption.

In the event any of the salary increases provided for herein are held by a court of competent jurisdiction to be unlawful, the parties will commence negotiations on said salaries as soon as reasonably possible. Meanwhile, and pending exhaustion of any judicial appeals, the District shall pay those salaries allowed by the court order.

The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement shall operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that provided for by law.

ARTICLE I (cont'd)

Section 1.9 PUBLICATION AND DISTRIBUTION OF AGREEMENT

Within thirty (30) days following ratification signing of this Agreement, the District agrees to print and distribute to the work site of each employee in the bargaining unit, a copy of the Agreement for each employee. An additional seventy-five (75) copies shall be provided for the Association.

Section 1.10 APPENDICES

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

ARTICLE II
RIGHTS OF THE PARTIES

Section 2.1 ASSOCIATION RIGHTS

- A. The Association has the exclusive right and duty to represent the employees covered by this Agreement.
- B. Regarding other District matters not covered by this Agreement, the Association has the right to openly address the Board at Board meetings before final action is taken by the Board.
- C. The Association and its representatives shall have the right to use District buildings for meetings and to transact business, provided that:
 - 1. All meetings are cleared with the building administrator so as not to conflict with prior scheduled events.
 - 2. Meetings requiring custodial services shall be charged at the established District rate.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during the workday, provided this is cleared with the building administrator as not interfering with or disrupting normal school operations.
- E. The Association shall have the right to post notices, bearing the signature of an Association official, of activities and matters of Association concern on at least one-half of one faculty room bulletin board which shall be provided in each school building. The responsibility to promptly remove notices from the bulletin board after they have served their purpose shall rest with the individual who posted such notices.

The Association may use the District mail service and employee mail boxes for communication to employees provided that a copy of each item so distributed, except bargaining surveys, grievance information, Association financial information and Association election ballots, is delivered to the office of each building where such distribution is made at the time of the distribution.

- F. The District agrees to make available to the Association in response to reasonable requests available information concerning the financial resources of the District, including annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, enrollment data, names and addresses of all employees covered by this Agreement, salaries paid thereto, and educational credits affecting salary placement.

ARTICLE II (cont'd)

- G. The District shall make available to the Association, upon request, one copy of Board meeting materials, except materials classified as confidential. Such information shall be made available to the Association at the same time as it is provided to Board members.
- H. The Association has the right to periodic consultation with District representatives on matters of mutual concern.
- I. No rival organization shall enjoy any of the rights contained herein except as provided by law.

Section 2.2 AGENCY SHOP

- A. All employees hired after June 1, 1978 may elect to become members of the Association or may pay an agency shop fee equivalent to the dues of the Association. Employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to Chapter 41.59 RCW.
- B. An employee who was a member of the Association on November 3, 1976 shall thereafter maintain his/her membership in good standing in the Association during the life of this Agreement or pay an agency shop fee equivalent to the dues of the Association pursuant to Chapter 41.59 RCW.
- C. Individuals who were employees of the District but not members of the Association on November 3, 1976, shall be exempted from the maintenance of membership and agency shop provisions of this Section. Such exemptions shall continue for the life of this Agreement.
- D. In order to safeguard the right of employees based on a bonafide religious objection, the teachings or tenets of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the agency shop fee to a nonreligious charity mutually agreed upon by the employee affected and the Association, pursuant to Chapter 41.59.100 RCW.
- E. The District shall furnish the Association a listing by name of all employees employed by the District and their school location by November 30 of each year. A list of corrections and changes to this list shall be furnished to the Association at monthly periods thereafter.
- F. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association which is to be deducted in the coming school year under payroll deduction. The amount of this deduction shall not be subject to change during the school year. The deduction authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total amount for each month the employees are employed. The District agrees to promptly

ARTICLE II (cont'd)

remit directly to the Rainier National Bank all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be provided to the Association. The Association agrees to reimburse the District those sums in excess of the total amount due, provided the Association actually received the excessive amount.

Section 2.3 MANAGEMENT RIGHTS

The Board, acting on behalf of the electorate of the District, has the exclusive right and responsibility conferred upon and vested in it by the regulations of the State Board of Education, the Laws and Constitution of the State of Washington and/or the United States to manage and transact all the business and operations of the District, either through its own employees or through contracting or subcontracting, provided that such contracting or subcontracting shall not result in layoff of employees covered by this Agreement, and provided further that the district will, at the request of the Association, engage in collective bargaining prior to making a final decision to subcontract those work functions which have traditionally been assigned employees in this bargaining unit.

All rights, powers, authority and functions of management, whether heretofore or hereafter exercised and regardless of frequency or infrequency of their exercise, shall remain exclusively vested in the District and its Board of Directors except as expressly and specifically surrendered or limited by the express provisions of this Agreement. The exercise of these rights shall not be subject to the Grievance Procedure as defined and set forth in this Agreement.

Section 2.4 EMPLOYEE RIGHTS

- A. Pursuant to RCW 41.59, the parties agree that employees have the right to self organization, to form, join or assist the Association, to bargain collectively through the Association and shall have the right to refrain from any or all such activities. The District shall not discourage, deprive or coerce any employee in exercising or refraining from exercising such rights.
- B. Nothing contained in this Agreement shall be construed to deny an employee or restrict an employee any rights he/she may have under law. Such rights assured by law shall be subject to appeal through established legal processes for alleged violation or abridgement of said rights and are thereby excluded from redress through the Grievance Procedure in this Agreement.
- C. No employees shall be denied membership in the Association because of domicile, race, creed, religion, color, national origin, age, sex, marital status, place of previous employment or the presence of any sensory, mental or physical handicap, except to the extent required by law or by provision of this Agreement.

ARTICLE II (cont'd)

D. Employees shall have the right to refuse to:

1. Participate in private research projects not specifically approved by the Curriculum Commission and the Superintendent.
2. Participate on interview teams for hiring new employees.
3. Accept the assignment of student teachers to them.

E. No electronic or recording device shall be used for purposes of employee surveillance without the employee's prior knowledge and approval.

Section 2.5 NONDISCRIMINATION CLAUSE

All terms and conditions of employment included in this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, place of previous employment, or the presence of any sensory, mental or physical handicap except to the extent required by law.

Section 2.6 SEXUAL HARASSMENT

A complaint(s) relative to sexual harassment shall be processed pursuant to the District Policy GBAB, provided such complaint(s) shall be excluded from the Grievance Procedure.

Section 2.7 NO STRIKE

During the duration of this Agreement, and any extensions thereof by mutual agreement the Association, its officers, or agents, acting individually or in concert with others, shall not engage in any strike, slowdown, or work stoppage against the District.

ARTICLE III
SALARIES, STIPENDS AND BENEFITS

Section 3.1 RULES & REGULATIONS PERTAINING TO SALARY SCHEDULE
PLACEMENT

Experience Credits

- A. Full credit for all contracted public school teaching in the State of Washington shall be granted beginning August 6, 1965. This rule is not retroactive.
- B. Credit for out-of-state teaching experience shall be counted as follows:

Full credit for up to eight years of experience. One-half credit for out-of-state experience beyond eight years to a maximum of ten years in all.
- C. Military and Peace Corps service credit shall be granted at the rate of one year of teaching experience for each year of full-time military or Peace Corps service to a maximum of two years of experience credit. Such credit shall be allowed only when that service interrupted public school service in a K-12 position requiring certification.
- D. Part-time contracted experience shall not be accepted until the parts total whole years of experience within or outside the District.

Education Credits

- A. Education credits must be earned prior to September 1 to be used in salary calculations for that year. All credits earned after September 1 will be assigned to the following academic year's salary calculation.
- B. The Bachelor's Degree post is reached only when the degree has been granted.
- C. The fifth year certificate post is reached only when an official State of Washington Standard or continuing certificate, or the equivalent for out-of-state trained teachers, indicative of five years of professional training has been granted, and after three (3) years of successful teaching experience. Experience will be recognized in accordance with the requirements established by the State Superintendent of Public Instruction.
- D. For those employees in positions requiring an Educational Staff Associate Certificate, forty-five (45) quarter-hours of college or university credits earned subsequent to the date of the Bachelor's Degree and three years of experience will qualify the employee for the fifth year post.

ARTICLE III (cont'd)

- E. Only those college credits and degrees granted by institutions accredited by one of the following regional accrediting associations, or subsequently officially accepted by one of those institutions to apply toward an advanced degree there, will be recognized for salary placement purposes:

Middle States Association of Colleges and Secondary Schools
New England Association of Colleges and Secondary Schools
North Central Association of Schools and Colleges
Northwest Association of Schools and Colleges
Southern Association of Colleges and Schools
Western Association of Schools and Colleges

- F. Certificates, college transcripts, and required letters of substantiation from authorities involved must reach the District's Human Resources Office by October 15 to be applied to salary placement for the year, unless the employee's contract becomes effective after the first day of school, in which case the necessary documents shall reach the District's Human Resources Office within forty-five (45) days of the effective date of the contract.
- G. College or university credits used to reach salary schedule posts beyond the fifth year certificate post (i.e., Columns III, IV, and V) must be earned after receipt of the fifth year certificate. College or university credits used to reach salary schedule posts in Column VI (BA + 135) and Column VII (MA + 45) must be earned after the receipt of the Bachelor's or Master's Degree, respectively. That is, credits earned in excess of those required for the fifth year certificate or any degree shall not be used for salary schedule placement purposes. To be recognized, all such credits must be upper division or graduate level courses, unless lower division credits have been approved by the District prior to the beginning of the course of study. To be approved, such lower division credit must qualify for state funding, be directly related to the employee's assignment or formalized advanced degree program and be approved by the Director of Human Resources. (This clause shall be retroactive to August 1, 1979.)
- H. Professional credit acceptable toward advancement on the salary schedule may be granted for noncollege transfer community college classes, inservice education conferences, lower division courses not covered in G. above, and inservice education classes when a request for such credit is made prior to the beginning of the class or conference. Such credit is subject to approval by the Director of Human Resources.
1. District professional development credit is not granted for activities for which a staff member receives District monetary compensation.
 2. A maximum of twenty (20) District professional development credits may be applied to salary advancement during employment by the District.

ARTICLE III (cont'd)

3. After September 1, 1979, no further professional credits, as defined herein, shall be granted for salary placement purposes.

Section 3.2 SALARIES AND STIPENDS

- A. Certificated Employees' Salary Schedule - All members of the bargaining unit, regardless of field or level, shall be paid in accordance with the provisions of the Certificated Employees' Salary Schedule as found in Appendix 3.
 1. The Association and the District shall meet to negotiate the flow-through of salary increase monies (legal capacity) to employees within ten (10) days of the date it becomes known that such legal capacity exists. It is the intention of the parties that the District will fully utilize its legal capacity as established by Substitute House Bill (SHB) 166 and the state budget.
 2. For 1985-86 eligible employees shall be credited with experience, training, and career increments at the beginning of the work year, subject to possible adjustment on the following basis:
 - a. On or about January 1, 1986, the District will determine in consultation with the Association whether the District has the legal capacity to pay full 1985-86 increments for supervisory and nonsupervisory certificated personnel.
 - b. If an insufficiency of increment capacity is found to exist, increments will be payable on a pro rata percentage basis through their being deemed effective on the first workday during the school year which is compatible with pro rata delivery, provided that the same percentage reduction figure would be applied to the 1985-86 increments of all supervisory and nonsupervisory certificated personnel. Prior to implementing such adjustment, the District will consult with the Association.
 - c. If the parties find themselves in disagreement over the delivery of increments under a and b, above, 1985-86 increments shall thereupon be treated as a negotiable matter rather than a contractual matter and the above paragraphs in dispute (paragraphs a and b) shall be deemed null and void.
 3. The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement shall operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that provided by law.

ARTICLE III (cont'd)

4. If the parties hereafter find themselves in disagreement over the delivery of increments under paragraph 2, above, the disputed matter shall thereupon be treated as a negotiable matter rather than a contractual matter and the above paragraph in dispute (paragraph 2) shall be deemed null and void.
- B. Extended Contracts - Employees who are contracted for additional days beyond the base work year shall be paid at the employee's per diem rate of pay for such days worked.
- C. Extra-Duty Salary Schedule - The extra-duty salary schedule is incorporated in the Collective Bargaining Agreement. The District shall determine extra-duty positions. The filling or not filling of an extra-duty position(s) and the assignment of staff to such extra-duty position(s) shall not be subject to the Grievance Procedure.
- D. Part-Time Teachers - Part-time teachers shall be paid the actual percentage of the regular teaching day normally assigned a full-time teacher, and shall be provided proportionate paid planning time. They shall assume the proportionate share of noninstructional duties associated with the teaching assignment.
- E. Curricular Work Stipends - Curriculum work done either during the summer or outside the contracted day shall be paid at the rate of \$10.85 per hour.
- F. Salary Payments -
 1. Employees beginning employment at the beginning date of school in the fall shall be paid in twelve (12) monthly installments. Those employees beginning employment after that date shall be paid in equal monthly installments through the following August.
 2. Warrants shall be issued to the employees on the last working day of each month.
 3. All compensation owed to an employee who terminates his/her services with the District shall, upon request, be paid at the end of the month, provided that such request is received prior to the tenth (10th) day of the month. Requests for payment that are received after the tenth (10th) day of the month shall be paid at the end of the next month.
- G. Vocational Stipend - In recognition of the specialized training and work experience necessary to become vocationally certified, the following special salary placement provisions shall apply for teachers of state-approved vocational classes:
 1. A current vocational certificate valid for less than five years shall be deemed equivalent to a Bachelor's degree.
 2. A current vocational certificate valid for five years or more shall:
 - a. Be deemed equivalent to a standard or continuing regular teacher's certificate for teachers who do not have such a certificate, or

ARTICLE III (cont'd)

- b. Entitle the teacher to a three percent (3%) of base salary additive if he/she does have a standard or continuing regular teacher's certificate.
3. Experience credit shall be granted for initial placement on the salary schedule on the basis of one experience step for each 2,000 hours of verified work experience at the journeyman level or equivalent fully qualified level in the occupational field of the vocational classes taught. For 1978-79, upon the request of an affected employee, previous verified work experience will be reviewed for possible salary adjustment. For 1978-79, a limit of one extra experience step may be applied.
4. District prior approved work experience gained in the relevant vocational field after the first year of teaching vocationally approved courses in that field shall be recognized at the rate of 15 quarter hours of graduate college credits for each 2,000 hours of work up to a total of 8,000 hours.

In recognition of the training requirements to periodically renew the highest level of vocational certificate, the District will issue a supplementary contract at the employee's regular daily rate of pay for District-approved attendance at summer SPI vocational inservice workshops to obtain the required training for renewal of the highest level of certification available in the employee's vocational field.

- H. Inservice -- Employees who attend District-approved inservice training sessions, outside the normal workday, shall be compensated at the rate of \$10.85 per hour.
- I. Traffic Safety Education - All members of the bargaining unit serving as traffic safety instructors, whether full-time or part-time, shall be paid in accordance with the provisions of the Traffic Safety Education Salary Schedule below:

(The hourly rates will not apply to services performed pursuant to an individual contract.)

Traffic Safety Education Salary Schedule:

Ten (10) or fewer students	--	Rate per class hour \$11.76
Eleven (11) or more students	--	Rate per class hour \$13.48

- J. Conditions - Without endeavoring to prejudge future developments, the parties acknowledge that the salaries provided for above necessarily will require the expenditure of substantial District resources and may possibly entail a reallocation of priorities with an attendant impact upon elements of the overall educational program, including possible reductions in staffing levels. The parties further acknowledge that the salary increases provided for above shall not be funded with local levy funds.

ARTICLE III (cont'd)

K. Employee Incentive Classes - The District will provide a pool of two thousand two hundred dollars (\$2,200) annually for the purpose of paying the cost of tuition and/or books for employees who attend and satisfactorily complete approved college credit classes, subject to the following provisions:

1. Application shall be in the form/format prescribed by the District.
2. An employee must have a minimum of ten (10) years experience as an employee of the Edmonds School District.
3. For the preceeding three (3) years, an employee's placement must have been VI-15, V-15, IV-12, III-11 or II-11 on the Certificated Employees' Salary Schedule contained herein.
4. Two hundred seventy-five dollars (\$275) shall be the maximum amount annually for which any employee is eligible.
5. An employee who receives payment under this Section shall not receive any other District stipend or compensation for attendance at such class(es).
6. The Superintendent or his/her designee and the Association President or his/her designee shall meet as necessary to screen applications and identify eligible employees.

Section 3.3 SUMMER SCHOOL/ALTERNATIVE TO SUSPENSION SUPERVISION

Salary paid for summer school and alternative to suspension supervision shall be \$10.85 per hour.

Section 3.4 LIABILITY INSURANCE BENEFITS

- A. The District shall provide legal counsel and hold harmless employees for claims for damage caused by the employee while performing his/her duties as an employee of the District under the District's comprehensive general liability policy. The District shall not assume any costs or judgments held against the employee when such damages are proven to be due to intentional tort or any violation of law as determined by a court of law.
- B. The District shall provide all employees insurance for maintenance of order and discipline pursuant to the requirements of RCW 28A.58.425.
 1. Liability and property damage coverage:
All employees covered by this Agreement
 - a. \$500,000 bodily injury per occurrence
 - b. \$100,000 property damage per occurrence
 2. Personal injury coverage: \$500,000 per occurrence.

ARTICLE III (cont'd)

3. Errors and omissions coverage:
 - a. \$100,000 per person
 - b. \$1,000,000 aggregate
 - c. \$1,000 deductible
4. Personal property coverage:
 - a. Limit per occurrence: \$500
 - b. Deductible: \$10
 - c. Exclusion: Auto and jewelry valued over \$250
 - d. Personal property: Shall be identified as indispensable personal property necessarily worn by the employee such as eye glasses, hearing aids, dentures, watches, clothing and other personal property items used in the educational process previously approved by the District.
5. Protection for loss in excess of other insurance and/or Workmen's Compensation:
 - a. Accidental death—\$2,000
 - b. Medical up to \$15,000 per incident per individual—\$25 deductible
 - c. Salary protection—60% of gross salary in the event of total disability, 30-day waiting period and payable to age 65.
- C. When an employee receives compensation for injury covered by the Workmen's Compensation Insurance Fund, the District shall make up the difference in total daily contracted salary which shall be deducted from the employee's accumulated sick leave days.
- D. As a condition of receiving benefits under B.5.a and B.5.b above, the employee shall execute an assignment of the proceeds of any judgment or settlement arising from injury suit in the amount of the compensation received from the District.

Section 3.5 DENTAL/MEDICAL, LIFE AND DISABILITY INSURANCE

The District will make available to each employee who is employed on a contract of .4 FTE or more, one hundred seventy-nine dollars (\$179.00) per month, on a pro rata, FTE basis, for the full or partial payment of the cost(s) of insurance premiums of plans approved by the District. (Examples of proration: an employee who holds a .4 contract shall be eligible for \$71.60 per month; an employee who holds an .8 contract shall be eligible for \$143.20 per month.) All .4 FTE or more employees are required to participate in the Life Insurance and Long Term Disability Insurance and the Washington Dental Service Plan I. The order of payment for the insurance premium costs shall be: first payment will be toward the premium costs for Life Insurance and Long Term Disability Insurance (\$5,000 of life insurance and long term disability insurance to provide benefits equal to 60% of monthly salary payments, up to a maximum of \$2,000 per month, starting sixty [60] calendar days after the commencement of disability or at the end of accumulated sick leave, whichever is

ARTICLE III (cont'd)

later, and continuing to the 70th birthday, subject to the terms of the District's master policy in effect at the time). Second payment will be toward the premium costs of Washington Dental Service Plan I. Funds which remain, if any, may be designated by the employee toward payment of medical insurance and other insurance plans identified below:

1. Blue Cross of Washington and Alaska
2. Group Health Cooperative
3. Snohomish County Physicians Corporation
4. Occidental Life Plan #5
5. Blue Cross Medical/Added Life
6. Washington National Short-Term Salary Insurance
7. Term Life Insurance

In the event that the District insurance contribution is insufficient to pay the cost of any required premiums or the premium costs of any optional plan, a salary deduction will be made to cover the costs of such insurance premiums.

It is the intent of the parties to comply with the limitations imposed by Chapter 16, Laws of 1981 (SHB 166) and the State appropriations acts as they relate to expenditures for employee benefits. No provision of this Section shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by State law or to subject the District to a penalty.

Section 3.6 TAX SHELTERED ANNUITIES

The District shall make automatic payroll deduction authorization available to employees for tax sheltered annuity plans pursuant to current law and regulations.

Section 3.7 TAX DEFERMENT OF EMPLOYEES' RETIREMENT CONTRIBUTIONS

The District shall defer for Federal Income Tax purposes the employees' retirement contribution pursuant to current law and regulations.

Section 3.8 TRAVEL REIMBURSEMENT

- A. In-District - An employee whose assignment requires travel between schools or travel within the District on school business will either have a school vehicle assigned on a regular basis or will be compensated on a per mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense.

ARTICLE III (cont'd)

- B. Out-of-District - An employee who is required to travel out of the district shall be compensated for such required travel on a per mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense when no District vehicle is available. If a District vehicle is available and the employee chooses to use his/her own vehicle, the mileage rate shall be the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible charitable expense.
- C. Effective Dates of Changes - Changes in the rates set forth in A. and B. above shall be effective as the date of receipt by the District of a publication of the Internal Revenue Service recognizing the new rates.

Section 3.9 PAYROLL DEDUCTION

Upon presentation of a completed authorization form, an employee may have access to payroll deduction for the following:

- A. Snohomish County Credit Union Savings.
- B. Snohomish County Credit Union Loan Payment.
- C. Washington School Employees' Credit Union Savings.
- D. Washington School Employees' Credit Union Loan Payment.

ARTICLE IV
LEAVES OF ABSENCE

Section 4.1 PAID LEAVE DAYS FOR ILLNESS, INJURY OR EMERGENCY

- A. Accumulation: A total of twelve (12) days shall be granted to each full-time employee at the beginning of each school year. Employees under a contract as part-time and/or less than full-year employees shall receive that portion of twelve (12) days as the total number of days contracted for bears to 180 days. Unused portions of these leave days shall be accumulated from year to year pursuant to current state law and regulations.

The annual allocation of twelve (12) days each year may be used without reducing the one hundred eighty (180) day maximum accumulation for employees who at the beginning of the school year have attained the maximum of one hundred eighty (180) days.

B. Uses:

1. Personal illness or disability, including medical or dental appointments which cannot be scheduled outside the regular workday, up to the limit of accumulated days. Supporting statements from the attending physician or licensed practitioner may be required for each personal illness or disability absence of five (5) or more consecutive workdays.
2. Up to two (2) days in any school year for emergencies.
3. Up to three (3) days in any school year for immediate family illness.

C. An emergency is defined as follows:

1. The problem must have been suddenly precipitated and must be of such a nature that preplanning is not possible.
2. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature that cannot be handled outside the regular workday.
3. Car trouble (with the exception of an accident) and participation in or attendance at recreational or sporting activities or travel related to such activities shall not be valid reasons for emergency leave.

ARTICLE IV (cont'd)

D. Requests for emergency leave shall be subject to the following procedures:

1. The employee must call the central office to arrange for a substitute during his/her absence from work as a result of the emergency.
2. An employee requesting emergency leave shall make application on forms provided in each school no later than two (2) days after he/she returns to work following the leave.

E. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate disciplinary action.

F. The superintendent or his/her designee shall review and approve or disapprove each application for leave.

G. Attendance Incentive Program

1. Attendance Incentive Program -- Annual Conversion. Provided that SSB 3880, 1983 Regular Session is valid and in effect, any employee who at the end of the calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to convert unused sick leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current, regular daily rate of compensation for each full day of eligible sick leave. Any such election shall be made by written notice to the District payroll officer during the month of January.
2. Attendance Incentive Program -- Conversion Upon Retirement or Death. Provided that SSB 3880, 1983 Regular Session is valid and in effect, any employee who separates from District employment due to retirement or death during or at the conclusion of the school year may elect (personally or by his/her personal representative, as appropriate) to convert accumulated or unused sick leave days to monetary compensation at the rate of one day's current compensation of the employee for each four (4) days of accrued sick leave. No more than 180 accrued sick leave days shall be eligible for conversion.
3. Program Continuation. The goal of this program is to reduce absenteeism. Therefore, should absenteeism average more than 7.0 days per full-time employee over any two (2) consecutive years (beginning with the 1983-84 school year), the Association and District agree to re-examine the Attendance Incentive Program for possible change.

Section 4.2 LEAVE DAYS NOT DEDUCTED FROM ACCUMULATED LEAVE-- WITH COMPENSATION

- A. Up to one (1) day in any school year for birth or adoption of a child.

ARTICLE IV (cont'd)

- B. Three (3) days in situations in which the attending physician or licensed practitioner deems that death is imminent for a member of the immediate family. The immediate family shall include spouse, children, parents, grandparents, and siblings of the employee or spouse.
- C. Up to three (3) consecutive days from the date of death of a member of the immediate family, as defined above, for bereavement. Up to an additional two (2) days will be allowed for travel when needed when such necessary travel is outside the State of Washington.
- D. Up to one (1) day for attendance at the funeral or memorial service for another relative (non-immediate family) or close personal friend, provided that no more than ten (10) employees from any one building or twenty (20) employees in the aggregate from the District will be released for any one funeral or memorial service.
- E. When called for and serving jury duty service, the employee shall return to the District the jury duty fees.
- F. In the event that employees are subpoenaed for a court appearance on behalf of the plaintiff when the District is a defendant, up to three (3) employees, for a maximum of three (3) days for each employee, shall be authorized leave with compensation provided that the Association assumes the cost of substitutes for such days.
- G. For professional improvement visitations, conferences, or conventions, upon written prior approval of the District.
- H. A military leave of absence shall be granted to any employee for the purpose of induction or enlistment for military duty in any branch of the Armed Forces of the United States. Any employee of the District who is a member of any Reserve Branch of the Armed Forces of the United States shall be granted military leave of absence from employment for a period not exceeding fifteen (15) days during each calendar year. Such reserve duty leave shall be granted without loss of pay or other benefit in order that the employee may take part in active duty training in such manner and at such time as he/she may be ordered to active duty.
- I. There shall be a total of fifty (50) days granted to employees without pay deduction to work on the implementation of this Agreement, provided that:
 - 1. No one person exceeds a limit of seven (7) days per year.
 - 2. The number of persons released are only those necessary to any one hearing, not to exceed ten (10) employees for any one day.
 - 3. The Association assumes the cost of the substitute for such days.
- J. There shall be a total of fifty (50) days granted for the attendance at meetings sponsored by a local, state, or national employee organization affiliated with the Association as defined in this Agreement. The following conditions shall be followed:

ARTICLE IV (cont'd)

1. No more than sixteen (16) employees shall be granted leave for any one day.
 2. At least three (3) days prior notice shall be given the District.
 3. No one person shall exceed a limit of seven (7) days per year except an employee who is elected as a member of the Washington Education Association Board of Directors. Such employee shall be allowed a maximum of twelve (12) days per year, provided that the Association furnishes the District by September 1 each year the name of such employee.
 4. The Association assumes the cost of the substitute for the first twenty-five (25) days. Thereafter, the Association will pay to the District, in advance of the meeting, the full cost of salary and benefits of the employee for workdays missed.
- K. A total of two (2) days of personal leave shall be available to each full-time employee at the beginning of each school year. Employees under a contract as part-time and/or less than full year employees shall receive that portion of one day as the total number of days contracted for bears to one hundred eighty (180) days. Personal leave is not cumulative from year to year.

Personal leave shall be subject to the following:

1. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature that cannot be handled outside the regular workday.
2. Car trouble (with the exception of an accident) and participation in or attendance at recreational or sporting activities or travel related to such activities shall not be valid reasons for personal leave.
3. An appearance in court as a witness or under summons for any legal proceeding other than litigation in which the District is a defendant. (Additional time for court appearance or under summons may be granted at the sole discretion of the District, provided that the determination by the District to grant or deny such additional time shall be final and not appealable through the Grievance Procedure contained in this Agreement.)
4. The employee must call the central office to arrange for a substitute during his/her absence from work as a result of the leave.
5. An employee requesting personal leave shall make application on forms provided in each school at least three (3) days in advance of such leave, if possible, but in no event more than two (2) days after he/she returns to work following the leave.
6. The granting of personal leave shall be subject to the availability of a substitute.

ARTICLE IV (cont'd)

7. Personal leave shall not be used in conjunction with any other leave or absence.
8. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate disciplinary action.
9. The superintendent or his/her designee shall review and approve or disapprove each application for leave.

Section 4.3 SHORT LEAVE

With five (5) days prior notice to the District, contingent on the availability of a qualified substitute, an employee may take up to a maximum of five (5) days during any five (5) consecutive years to receive an award for himself/herself, child or spouse; to engage in educational travel; or for any other educationally related purpose which is acceptable to the District. This leave shall not be used in conjunction with any other leave.

A deduction for each day of absence pursuant to this Section shall be made at regular daily substitute rate.

Section 4.4 EXTENDED LEAVES OF ABSENCE WITHOUT COMPENSATION

A. Mandatory approval with increment: Upon written application of any employee who will have completed two (2) years of employment with the District prior to the leave, a leave of absence of one (1) year shall be granted for the following purposes:

1. Participating in exchange teaching programs or foreign teaching programs in a K-12 level teaching program.
2. Participating in the Peace Corps or VISTA as a full-time participant in a K-12 level teaching program.

Health insurance and other insurance benefits approved through the District may remain in force throughout the period of such leave, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment provided that such continuation of benefits is allowed by the insurance carrier.

Upon expiration of said leave, subject to eligibility under layoff and recall provisions in effect at the time of expiration, the employee shall be returned to his/her former position or one of similar nature, and unused accumulated leave in 4.1.A above to which the employee is entitled before the leave shall be maintained and restored to the employee upon return to active employment, and for purposes of salary schedule placement the year of leave shall be considered the same as a year of local service.

ARTICLE IV (cont'd)

B. Mandatory approval with no increment: Upon written application by any employee who will have completed two (2) years of employment with the District prior to the leave, a leave of absence of up to one (1) year shall be granted for the following purposes:

1. To serve as an elected or appointed official to any public or private office.
2. To serve in any volunteer or paid staff position in any public or private organization.

Health insurance and other insurance benefits provided through the District may remain in force throughout the period of such leave, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment provided that such continuation of benefits is allowed by the insurance carrier.

Upon expiration of said leave, subject to eligibility under layoff and recall provisions in effect at the time of expiration, the employee shall be returned to his/her former position or one of similar nature, and unused accumulated leave in 4.1.A above to which the employee is entitled before the leave shall be maintained and restored to the employee upon return to active employment.

C. Permissive approval with no increment:

1. Upon written application of any employee who will have completed two (2) years of employment with the District prior to the leave, a leave of absence of up to one (1) year may be granted, subject to prior approval of the superintendent or his/her designee, for the following reasons:
 - a. Academic study
 - b. Research
 - c. Travel
 - d. Alternative work experience

Requests for such leave shall include a proposed plan and purpose for which the leave will be used. Study, research, travel, or work experience must be directly related to the employee's current or proposed assignment with the District, related to meeting certification requirements for career advancement or related to completion of the employee's chosen advanced degree program. Applications must be submitted no later than April 15 preceding the year the leave is to be taken, unless this date is specifically waived by the District due to circumstances that made it impossible to meet that date for a particular leave purpose. Health insurance and other insurance benefits provided through the District may remain in force throughout the period of such leave, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment provided such continuation of benefits is allowed by the insurance carrier.

ARTICLE IV (cont'd)

Upon expiration of said leave, subject to eligibility under layoff and recall provisions in effect at the time of expiration, the employee shall be returned to his/her former position or one of similar nature, and unused accumulated leave in 4.1.A above to which the employee is entitled before the leave shall be maintained and restored to the employee upon return to active employment.

2. Upon written application of any employee, a leave of absence of up to one (1) year may be granted subject to prior approval of the superintendent or his/her designee, for the following purposes:

- a. Health Leave: For illness and/or physical or mental disability, health leave shall be granted to any employee who has exhausted all accumulated leave days upon written application. Such application shall be accompanied by a recommendation from the attending physician or licensed practitioner. After giving notice of at least five (5) calendar days of intent to return, and submitting a physician's statement certifying fitness to return to full duty, the employee may return from a health leave to his/her previous position or a position of similar nature, subject to the layoff and recall provisions in effect at the time of the proposed return.

Health insurance and other insurance benefits, provided through the District may remain in force throughout the period of such leave, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment provided such continuation of benefits is allowed by the insurance carrier.

- b. Childbearing/Child Care: Childbearing or child care leave shall be granted under the following conditions:
 - (1) Written request must be submitted to the District's Human Resources Office at least thirty (30) calendar days prior to the beginning of the leave. If the leave is for childbearing purposes, the request must be accompanied by a letter from the attending physician or licensed practitioner, indicating the expected date of the birth of the child. If the leave is for child care purposes, the request must be accompanied by a letter from the agency indicating the expected date of the adoption of the child.
 - (2) The leave shall begin at a time solely determined by the employee in consultation with his/her physician or adoption agency.
 - (3) If the employee desires a leave of less than a full year, the request shall indicate the anticipated date of return to full employment. At least sixty (60) calendar days prior to the termination of said leave, the employee will notify the District's Human Resources Office of his/her intent to return.

ARTICLE IV (cont'd)

- (4) An employee shall not be prohibited from exercising the option of utilizing accumulated sick leave time for the pre and postnatal period that the employee is disabled as certified by her physician, before the beginning date of the requested leave as provided above.
 - (5) Health insurance and other insurance benefits provided through the District may remain in force throughout the period of such leave, at the employee's discretion, by the employee submitting to the District the monthly premium in advance of each payment provided such continuation of benefits is allowed by the insurance carrier.
- D. Special Leave: Employees eligible for retention or rehiring under layoff and recall provisions in effect at the time of the application for leave may, upon application, be granted a special leave of absence without pay for the ensuing school year, to the extent that there is a reduction in force within the category held by the employee.
- 1. All requests for special leave must be received by the Human Resources Office on or before June 1 in order to be eligible for consideration for the ensuing school year.
 - a. The number of special leaves granted (FTE basis) to applicants of a given category held shall not exceed the number of employees reduced in force in that category (FTE basis).
 - b. In the event that the number of requests for special leave exceeds the number of employees of that category in the reduction in force pool, such leaves shall be granted on the basis of seniority as defined in Article VIII.B.5.b.
 - 2. If, after June 1, reduction in force within a category exceeds the number of special leave requests, additional leave requests will be granted on a first come basis, until the leaves granted equal the number of individuals of that category in the reduction in force pool. (All calculations shall be on an FTE basis.)
 - 3. Any special leave granted on/or after July 1, 1983 will be limited to two consecutive renewals or a maximum of three consecutive school years.
 - 4. While on special leave, an employee shall not be employed by any nonpublic educational program in Snohomish or King Counties.
 - 5. Review Procedures: An ad hoc committee consisting of two (2) members appointed by the District and two (2) members appointed by the Association shall be formed as needed for the following purposes:
 - a. Investigate alleged violations of Section 4.4.D.4 (above).

ARTICLE IV (cont'd)

- b. Clarify the terms and conditions of special leaves for individual employees.
 - c. In the event this committee cannot reach agreement, a mutually agreed upon impartial third party shall be selected to join the committee to formulate a recommendation.
 - d. All recommendations of the committee will be forwarded to the superintendent.
- 6. Upon his/her return from leave, the employee shall be assigned to his/her former position or one of similar nature, subject to layoff and recall provisions in effect at the time, and shall resume his/her position on the salary schedule.
 - 7. Health insurance and other insurance benefits provided through the District may remain in force throughout the period of such leave at the employee's discretion by the employee submitting to the District the monthly premium in advance of each payment provided such continuation of benefits is allowed by the insurance carrier.
 - 8. The request for special leave form appears in Appendix 6.

E. General Conditions Affecting Extended Leaves:

- 1. An employee on any extended leave except health leave shall notify the District's Human Resources Office in writing prior to April 15 of his/her intent to return the following year or the employee's relationship with the District will be terminated at the end of the leave period.
- 2. Upon written application by the employee, a leave provided for in this Section 4.4 may be extended at the discretion of the superintendent or his/her designee, for an additional year.
- 3. The District reserves the right to consider and grant leaves for reasons other than previously stated to any employee completing two (2) years of employment with the District. The granting of such leaves shall be based upon written application.

Section 4.5 EXTENDED LEAVE OF ABSENCE WITH COMPENSATION

- A. Eligibility: Employees shall be eligible to apply for sabbatical leave for:
 - 1. Study
 - 2. Research
 - 3. Travel

ARTICLE IV (cont'd)

4. Work experience (commercial or industrial) that will be of service to the individual, the school, and the students of the District. Sabbatical leaves may be granted for commercial or industrial work experience which will enhance the applicant's service in his/her assignment.

B. Sabbatical leave shall be granted in accordance with the following stipulations:

1. Employees shall have served six (6) or more continuous years in the District.
2. Sabbatical leave may be granted up to one (1) full year to not more than two-thirds percent ($2/3\%$) of the total number of the employees in the bargaining unit in any one (1) year, said percent to be rounded to the nearest complete individual.
3. Application for sabbatical leave shall be filed with the superintendent not later than April 1 prior to the school year for which it is requested.
4. A proposed plan of study, research, or travel to which the time spent on leave will be devoted, must accompany the application.
5. Applications shall be evaluated on the following five (5) criteria, in order of priority:
 - a. The merit of the proposed plan of study, research, travel, or work experience and its relationship to service to the District in terms of the individual's professional background.
 - b. Proportionate employee representation of the different levels of the District schools such as elementary, middle and high schools, and support services employees such as nurses, counselors, case workers, etc.
 - c. If more than two-thirds percent ($2/3\%$) of employees apply and meet all qualifications, seniority will be considered.
 - d. First sabbatical
 - e. Second sabbatical
6. Applications approved by the superintendent shall be presented to the Board for final approval. Once approved by the Board, any change of the sabbatical shall be presented in writing and must be approved in advance by the superintendent.
7. An applicant who is taking part in a two-year study, upon evaluation of his/her program, may request one (1) year of sabbatical leave and one (1) year's leave of absence under Section 4.4.C.

ARTICLE IV (cont'd)

8. An employee on sabbatical leave shall receive a stipend equal to sixty percent (60%) of total salary, excluding extra-duty stipends, to a maximum of 1.22 times the base of the salary schedule or fifty percent (50%) of total salary, excluding extra duty, whichever is greater.
9. An employee taking a sabbatical leave shall post a fidelity bond equal to the sum of the sabbatical stipend. At the time the employee returns to the District and the employee has signed a contract for the next school year, he/she shall post a bond for one-half (1/2) of the sabbatical stipend. No bond will be required at the beginning of his/her second year of employment with the District.
10. In the event an employee on sabbatical leave fails to return to service in the District at the end of the leave, the stipend received shall be repaid to the District immediately, either in full through the bond, personal check, cash, or an installment contract with the District not to exceed five (5) years. Such a contract will require minimum annual payments equal to no less than one-fifth (1/5) of the stipend plus eight percent (8%) interest charged on the monthly unpaid balance. The annual payment due may be paid in one yearly lump sum or in twelve (12) equal monthly installments.
11. The potential stipend repayment obligation shall be cancelled upon the immediate return of the employee to the District in the following manner:
 - a. One-half (1/2) of the potential stipend repayment obligation shall be cancelled after the first year's service to the District.
 - b. The remaining one-half (1/2) of the potential stipend repayment obligation shall be cancelled after the second year of service.
12. Should an employee be unable to return to the District, due to a physical or mental disability, any repayment obligation will be suspended until the employee is again fit and able to return to his/her assignment in the District.
13. A second sabbatical leave may be granted after fourteen (14) years of professional service. Approval of the second sabbatical leave will be subject to the criteria in item 5. above and there being a six (6) year period between leaves.
14. The District retains the right to grant no sabbatical leaves, or fewer than two-thirds percent (2/3%), in years of funding insufficiencies as determined by the Board, which right and determination shall be final and not appealable in any forum.

ARTICLE IV (cont'd)

15. Upon expiration of said leave, subject to eligibility under layoff and recall provisions in effect at the time of expiration, the employee shall be returned to his/her former position or one of similar nature. Unused accumulated leave in 4.1.A above to which the employee was entitled before the granting of the leave shall be restored to the employee upon return to active employment. For purposes of salary schedule placement, the year of leave shall be considered the same as a year of local service.
16. An employee on sabbatical leave shall not seek employment for compensation during the period of study, research, travel, or work experience other than to supplement sabbatical leave income while carrying out the approved program.
17. Within thirty (30) days of his/her return from sabbatical leave, the employee will file with the superintendent a report giving the substance of the program of study, travel, research, or work experiences in which he/she was engaged, indicating the value to the District which he/she believes grew out of his/her experience.
18. Employees may at any time request leave to accept scholarships up to one (1) full year which would not involve the District in any financial obligation, in which case all other provisions of the sabbatical leave policy except the percentage limitations shall apply.
19. Health insurance and other insurance benefits provided through the District may remain in force throughout the period of such leave, at the employee's discretion, by payroll deduction from each sabbatical stipend warrant, provided such continuation of benefits is allowed by the insurance carrier.

Section 4.6 ASSOCIATION PRESIDENT LEAVE

The District shall grant a leave to the President of the Association for each school year covered by this Agreement on the basis of the portion of the school day determined by the Association. Such leave shall be granted in multiples of .2 at the secondary level or in multiples of .5 at the elementary level.

Provided that the Association shall reimburse the District monthly in advance for the full scheduled salary and benefit costs to the District, the District shall:

1. Make salary payments to the President as if he/she were not on leave.
2. Allow the President to participate in District-approved insurance programs, provided that such participation is allowed by the insurance carriers, and
3. Forward contributions on behalf of the President to the Washington State Teachers' Retirement System, subject to the rules and regulations of that system.

ARTICLE IV (cont'd)

In the event the Association fails to reimburse the District in advance as required above, the District may, at its discretion, cancel this Section in its entirety.

Upon expiration of said leave, subject to eligibility under layoff and recall provisions in effect at the time of expiration, the employee shall be returned to his/her former position or one of similar nature, and unused accumulated leave in Section 4.1.A above to which the employee is entitled before the leave shall be maintained and restored to the employee upon return to active employment, and for purposes of salary schedule placement the year of leave shall be considered the same as a year of local service.

The Association agrees to indemnify the District and hold it harmless against any and all claims, demands, suits, attorney fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this Section. The Association shall have the right to select the legal counsel to be used. The District shall cooperate by providing all information available to it that is deemed necessary by the legal counsel for adequate representation of the District.

ARTICLE V

RIGHTS

Section 5.1 EMPLOYEE DISCIPLINE OF STUDENTS

- A. The District's student discipline policy shall be provided to all employees within ten (10) days of the start of school or within ten (10) days of their employment.
- B. Employees shall be responsible for maintaining order and discipline in their work site(s) as related to the District adopted student discipline policy. Employees shall receive assistance from building administrators in discipline cases and shall receive prompt response to a request for assistance.
- C. The employee shall have the right to use reasonable and prudent disciplinary measures for the safety and well-being of students and employees.
- D. The employee shall have the responsibility to notify parents of deviate or disruptive behavior of a student which may lead to suspension or expulsion.
- E. Instances where student behavior warrants suspension or expulsion from school shall be carefully documented, specifying dates of occurrence and specific acts.
- F. Prior to the student being permanently readmitted to class following suspension or expulsion, there shall be a meeting between the teacher, student, and principal resulting in a memo specifying the future behavior expectations of the student.
- G. Prior to September 30, the District shall provide for employees in-service training on student discipline. Such training shall be related to discipline, student rights, due process and teacher rights in maintaining order and discipline.

Section 5.2 ACADEMIC FREEDOM AND RESPONSIBILITY

Academic freedom shall be accorded teachers, and no special limitations shall be placed upon study, investigation, and presenting and interpreting facts and ideas, provided that such study, investigation, presentation and/or interpretation is pertinent to the subject, appropriate to the level of maturity of the student(s), within the outline of the course content, and a part of the established instructional program.

Section 5.3 FACULTY COMMITTEES

A faculty committee in a school is an excellent means for open and effective communications between a principal and his/her staff. Committee

ARTICLE V (cont'd)

staff members shall be elected by the staff each year. The committee structure and function shall be the responsibility of the principal and staff.

The committee will meet to review and discuss mutual concerns and make recommendations. Meetings of the faculty committee with the principal shall be held as often as determined by the committee or principal. For the faculty committee to function effectively, its recommendations must be given due consideration in decisions that are made.

Section 5.4 PERSONNEL FILES

- A. The District shall maintain a single personnel file which shall be kept in the office of the Director of Human Resources and shall be controlled by the Director of Human Resources and/or his/her designee.
- B. Immediate supervisors may maintain an information file subject to the following conditions:
 - 1. It shall contain material related to employee evaluation.
 - 2. It shall be available to review by the employee in the presence of the principal, supervisor, or his/her designee.
 - 3. Copies of evaluation materials may be maintained in the immediate supervisor's information file.
 - 4. In the event there is a change of supervisors, the information file shall not be transferred to the subsequent supervisor.
- C. The District shall maintain no personnel files other than those cited in number A above. It is understood and agreed by the parties that listings and objective forms which include an employee's name and objective data shall not be construed to be a part of the contents of any personnel file.

EXAMPLES: Affirmative action reports and records, equal opportunity for employment information and records, records of absence, payroll data, fringe benefit reports and records, rosters, certification information and records, information and records regarding health certificates, retirement information and records, authorizations for withholding from pay and employee withholding exemption certificate.

- D. The employee shall have the right to examine his/her personnel file in the presence of the Director of Human Resources or his/her designee at a time and place mutually agreeable. Such review may be done in the company of a person of the employee's own choosing.
- E. Complaints and/or derogatory material relating to an employee shall be subject to the following conditions:
 - 1. Material must be shown to the employee or a copy provided the employee prior to placement in the personnel file.

ARTICLE V (cont'd)

2. Any material not shown to an employee or a copy provided the employee within ten (10) days of receipt shall not be used in evidence in any grievance or disciplinary action against the employee.
 3. The employee shall have the exclusive right to attach a signed and dated response to any charge, provided that such response is presented for attachment within ten (10) days of the date the material to which the response is being made is received by the employee.
- F. After two (2) years, at the request of the employee, any warning or reprimand and the materials related thereto shall be removed from the District personnel file provided that no subsequent warning(s) or reprimand(s) has been issued the employee during that period.

Section 5.5 JUST CAUSE

- A. No employee shall be disciplined by written warning or written reprimand without just cause. The specific grounds forming the basis for disciplinary action will be made available, upon the employee's request, to the employee and the Association in writing. The employee shall have an opportunity to attach a written response to the warning or reprimand. Any such discipline shall be subject to the Grievance Procedure through all steps.
- B. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- C. An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made and an Association representative is not available, any disciplinary action will be postponed for a maximum of one (1) workday to accord an opportunity for an Association representative to be present.
- D. The parties agree that redress for District actions resulting in discharge, nonrenewal of contract, or action adversely affecting individual contract status are covered by Statute and will not be pursued under this Agreement.

Section 5.6 STAFF PROTECTION--PROCEDURE FOR ASSAULT CASES

- A. Job related assault shall be defined as any physical attack upon an employee which takes place during the workday, at a school-sponsored event, while performing work-related duties at the work site, or at any other time as a result of the employee's performance of work-related duties.

ARTICLE V (cont'd)

- B. The employee shall be assisted by the supervisor on duty in:
1. Gaining medical attention as appropriate.
 2. Reporting the incident to and filing charges with the appropriate police agency (detailing the incident, supplying witnesses' names, etc.).
 3. Reporting the incident to the business office so that industrial insurance procedures can be initiated.
- C. The District, through the Cabinet-level supervisor, shall arrange a conference with an attorney at District expense. The attorney shall provide the employee with information and/or direction in regard to:
1. Filing the complaint with police.
 2. Criminal trial procedure.
 3. The availability of civil remedies, including lawsuits.
 4. Sources for locating an attorney to represent the employee in any civil remedy pursued.
- D. Upon receipt of a request, the District shall provide the Association information pertaining to an assault on a bargaining unit member, provided that no information of a confidential nature shall be released without the written consent of the employee.

Upon receipt of a request the Association shall provide the District information pertaining to an assault on a bargaining unit member, provided that no information of a confidential nature shall be released without the written consent of the employee.

ARTICLE VI
CONDITIONS OF EMPLOYMENT

Section 6.1 WORKDAY

- A. The employee workday shall consist of 7½ hours, including lunch. The following provisions shall apply:
 - 1. Each employee shall be provided a 30-minute, duty-free, uninterrupted lunch time.
 - 2. Except as agreed to in Section F. below, no teacher shall be required to exceed five (5) hours of classroom and/or instructional activities per day.
 - 3. An employee may be assigned a maximum of four (4) hours noninstructional supervisory duties (such as bus supervision, playground supervision, and lunch supervision) per week.
- B. An employee may be required to attend one (1) staff meeting per month that extends beyond the regular workday. The building principal/immediate supervisor may call an additional such meeting in any given month if he/she determines that an emergency exists.
- C. An employee may be required to participate in no more than six (6) hours of uncompensated school or school related functions outside the regular workday during a school year.
- D. The District will maintain the planning period at the 7-12 level for the duration of this Agreement.
- E. The District will maintain planning periods at the K-6 level for the duration of this Agreement.
- F. The early release of students for testing at the secondary level and/or inservice/special projects at all levels may be instituted, provided, the reduction of the student day does not and would not violate the Basic Education Act as determined by the appropriate State agency. If the District is not or would not be in compliance with the Basic Education Act by such early release of students, a majority vote of a building staff shall allow for the lengthening of the student day up to ten (10) minutes to accommodate such early release of students. Inservice and special projects are subject to approval/disapproval of the appropriate Cabinet-level supervisor.

ARTICLE VI (cont'd)

Section 6.2 ASSIGNMENT TO MORE THAN ONE DUTY STATION

Assignment to more than one duty station shall be done when necessary, under the following conditions:

- A. Scheduling will be such that the teacher may teach all classes at one building before beginning to teach classes at the second building.
- B. Reasonable travel time will be provided in addition to a thirty (30) minute, duty-free lunch period.
- C. Mileage allowance will be provided pursuant to Section 3.7 of this Agreement.
- D. The required workday will end 7½ hours after the required reporting time at the first duty station.

Section 6.3 NON-TEACHING DUTIES

Activities outside regular classroom work are the responsibility of all members of the faculty. These will be undertaken in a manner so that no one person will have an undue share of such extra class work. Individual preference will be considered in assigning these activities.

Section 6.4 VOLUNTARY OVERTIME

Teachers may participate in noncontracted activities occurring after the normal student day and on nonschool days or overnight (i.e. outdoor education and other similar programs) on a voluntary basis. Participation or lack thereof shall not adversely affect any teacher in his/her employment.

Section 6.5 PARENT CONFERENCES

- A. The District shall provide for elementary school conferences on the following basis:
 - 1. Six (6) days of early dismissal for students in grades 1-6 following the end of the first quarter.
 - 2. Five (5) days of early dismissal for each section of kindergarten students.
 - 3. A building staff may initiate a request for a deviation from the District-established parent conference dates, provided such request must be submitted to the Cabinet-level supervisor for approval/disapproval no later than September thirtieth (30th).
- B. The conferences referred to in A.1 and A.2 above shall be for the purpose of reviewing pupil progress and report card/forms.

ARTICLE VI (cont'd)

- C. Additional conferences shall be scheduled at the request of either the teacher or parent.

Section 6.6 HOME VISITATIONS

Visitations to homes of students are optional for employees except as required by provisions of extended contracts, extra-duty assignments or as part of normal job responsibilities of particular positions, e.g., special education, vocational education, nurses, home instruction, or as may be required by state law and state regulations.

Section 6.7 DISTRICT PURCHASE OF INSTRUCTIONAL MATERIALS

No new or revised curriculum course offering requiring new or different instructional materials shall be implemented prior to the District's purchase of and delivery of those new or different instructional materials.

Section 6.8 EMPLOYEE FACILITIES

The District shall make available the following facilities and equipment for employees:

- A. Desk, chair, filing cabinet and lockable storage at the employee's work station.
- B. A work area containing equipment and supplies for the preparation of instructional materials.
- C. Restrooms and dining areas separate from students.
- D. Parking area designated for employees.
- E. Faculty lounge or work area equipped with an operating telephone with an outside line.
- F. Two-way communication system between the main office and the classrooms.

Section 6.9 CLASSROOM OBSERVATION

It is recognized by the parties that the patrons of the District have the right to observe the educational program of the District. Patrons visiting a classroom shall obtain the approval of the principal. The time will be arranged after the principal has conferred privately with the employee.

Upon the request of an employee, the building administrator shall schedule a conference between the patron and the employee.

ARTICLE VI (cont'd)

Section 6.10 CONTRACTS FOR COUNSELORS AND LEARNING RESOURCE SPECIALISTS

- A. Counselors shall be employed on the basis of a 194-day contract year.
 - 1. The District will provide a pool of four thousand dollars (\$4,000) for extra counselor hours to be administered by the Cabinet-level supervisor or designee.
- B. Learning Resource Specialists shall be employed on the basis of a 184-day contract year.
 - 1. The District will provide a pool of five thousand five hundred dollars (\$5,500) for extra days for elementary and secondary Learning Resource Specialists to be administered by the Cabinet-level supervisors or designee(s).

Section 6.11 SCHOOL CALENDAR

The school calendars shall be as set forth in Appendices 10-a, and 10-b. There shall be no change in the school calendar except by mutual agreement of the District and the Association unless the Superintendent or his/her designee determines that an emergency condition exists because of an occurrence such as fire, earthquake, weather or enemy attack.

Section 6.12 CLASS LOAD RELIEF

For each school year during the life of this Agreement, \$100,000 will be set aside to be spent at the discretion of a joint EEA/District Class Load Committee for relieving the highest priority class load concerns in the District. Any of the money not actually spent will be carried over into the General Fund Budget, earmarked for the same purpose in the ensuing year.

Section 6.13 DEPARTMENT CHAIRPERSON

Each secondary school shall have a chairperson(s) for each curricular category. Each such chairperson with five (5) or more FTE teachers in the department shall be issued a supplementary contract in the amount of \$300. In addition, the District will provide a pool of ten thousand dollars (\$10,000) for additional time requirements for secondary department chairpersons to be paid at the curriculum rate and to be administered by the Cabinet-level supervisor or designee. Department chairpersons shall not make formal observations for evaluation purposes.

ARTICLE VI (cont'd)

Section 6.14 MAINSTREAMING OF HANDICAPPED STUDENTS

The division of responsibilities regarding grading and reporting the progress of special education students placed in regular classes shall be determined by the principal, in consultation with the regular classroom teacher and special education personnel, at the beginning of each such placement. Such understandings shall be reduced to writing outlining the responsibilities of each individual involved.

A regular classroom teacher with a student assigned to his/her class from the special education program shall be provided inservice training by the District and shall participate in any session deemed necessary by the Director of Student Services.

ARTICLE VII
GRIEVANCE PROCEDURE

A claim by an employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement which directly affects that employee may be processed as a grievance as hereinafter provided. Once an employee has initiated a formal grievance, the Association, at its discretion, may process that grievance through the remaining steps of the procedure, irrespective of the wishes of the employee who initiated the grievance. The Association may use the Grievance Procedure to process a claim that there has been a violation of any Association rights guaranteed in this Agreement.

In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal Grievance Procedure.

Step 1:

The grievant may invoke the formal Grievance Procedure through the Association on the form set forth in Appendix 8 which will be available from the Association representative in each building, setting forth the following:

1. The facts upon which the grievance is based.
2. Reference to the specific provision(s) of this Agreement which is/are alleged to have been violated.
3. Remedy sought.

A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one school building, or is based on action of a District-level administrator, it may be filed with the superintendent or a representative designated by the superintendent. A grievance form must be filed within twenty (20) days of the occurrence of which the grievant complains or twenty (20) days of the time when the grievant learned of the occurrence of which he/she complains, whichever is later.

Within five (5) days of receipt of the written grievance, the immediate supervisor shall meet with the grievant and an Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the Association.

ARTICLE VII (cont'd)

Step 2:

If the Association and/or grievant is/are not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the superintendent. Within ten (10) days of receipt of the grievance from the superintendent or his/her designee shall meet with an Association representative and the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and to the Association.

Step 3:

If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, the Association may proceed to Step 4 or the Association and the superintendent may mutually agree to submit the grievance to an impartial mediator within five (5) days of the decision by the superintendent or his/her designee.

The parties shall select a mutually agreed-upon mediator. If the parties cannot agree upon a mediator, PERC will be contacted to provide a mediator who shall not be a PERC Hearing Officer.

The parties shall meet with the mediator for a period of time not to exceed two (2) days. If no solution acceptable to the Association is achieved within that time period, the Association may proceed to Step 4.

Step 4:

The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the superintendent or his/her designee or ten (10) days following completion of mediation, whichever comes later. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which rules shall likewise govern the arbitration proceeding. Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party during Steps 1 through 3. The decision of the arbitrator shall be final and binding upon both parties.

ARBITRATION COSTS:

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be borne totally by the losing party.

JURISDICTION OF THE ARBITRATOR:

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues.

ARTICLE VII (cont'd)

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

TIME LIMITS:

The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days in each step shall be considered as maximum and efforts should be made by the parties to expedite the process.

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in dismissal of the grievance. Failure of the District or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the Grievance Procedure.

GRIEVANCE AND ARBITRATION HEARINGS:

All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including witnesses.

FREEDOM FROM REPRISAL:

Employees involved in the processing of grievances whether as a grievant, a witness, a representative of the Association or otherwise shall not suffer any restraint, interference, discrimination, coercion or reprisal, or prejudice in any manner as a result of their participation in the grievance process. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file.

INDIVIDUAL COMPLAINTS:

If an individual teacher has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the Grievance Procedure. However, no grievance as defined herein shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the grievance be inconsistent with the terms of this Agreement. In the administration of the Grievance Procedure, the interest of the employee shall be the sole responsibility of the Association.

ARTICLE VII (cont'd)

CONTINUITY OF GRIEVANCE:

Notwithstanding the expiration of this Agreement, any claim or grievance rising hereunder may be processed through the Grievance Procedure until resolution.

ASSISTANCE IN INVESTIGATION:

The District shall provide to the Association upon request such information as is necessary to the processing of a grievance. Requests for such information shall be submitted to the superintendent by a designated Association leader or agent.

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related or divulged by any participant in the grievance adjusting process or by any employee of the District.

The Association shall obtain from the grievant and every participant in the processing of any grievance on behalf of the grievant a signed commitment that the above confidentiality will be maintained and the Association will hold the District harmless from any claim and damages in any case in which this confidentiality is violated by the grievant or any participant in the processing of the grievance on behalf of the grievant.

ARTICLE VIII
LAYOFF AND RECALL

In the event the District adopts a reduced educational program by reason of financial necessity, those teachers and other non-supervisory certificated employees (collectively "certificated employees" herein) who will be retained to implement the District's reduced or modified program and those certificated employees who will be terminated from employment or adversely affected in contract status shall be determined in accord with the following considerations:

A. Educational Programs

1. The funds available for implementation of the educational programs.
2. The needs of the students evidenced by requirements for graduation, minimum program requirements in accordance with WAC 180-16-165, requirements for accreditation and historical participation of students in programs.
3. The curriculum offerings and cocurricular program based on the material developed under subdivisions 1. and 2. above.
4. The positions needed to operate the educational programs developed under subdivisions 1., 2., 3. above.

B. Certificated Staff - General Provisions And Definitions

All certificated staff on approved leaves of absence shall be considered for a position in the same manner as any other certificated staff member not on a leave of absence and all portions of Article VIII shall apply. No employee shall be considered for retention in a position of higher salary than the position held by such employee at the time of the implementation of this Article. The following provisions shall be applied in developing the list of certificated employees.

1. College credits must be supported by official transcripts (not simply grade slips) which the individual has on file in the Educational Services Center, 3800-196th S.W., Lynnwood, WA 98036. It shall be the responsibility of the individual employee to furnish the District with such supporting transcripts. All transcripts and records of professional credits must be on file by October 15 of the school year that this item B. is to be applied in order to be given consideration under Article VIII., B.5 below.
2. A part-time employee shall not be eligible to be retained in a position of higher FTE status than that held at the time of retention determination until such time as employment has been offered to everyone in the employment pool in his/her category or categories.

ARTICLE VIII (cont'd)

3. Each certificated employee employed under a continuing contract shall be considered for retention in the employment category or categories appropriate to the position held at the time of the implementation of this Article. For the purpose of this paragraph, an employee is performing in any given category if .4 FTE or more of such employee's assignment is devoted to such category, or if .2 FTE or more of such employee's assignment has been devoted to such category in the current school year and in the one (1) school year immediately preceding the current school year. In the event that an employee is not eligible to be retained in the employment category or categories appropriate to the position held at the time of the implementation of this Article, he or she shall be considered for retention, by seniority as defined in 5.b. below, in such other categories he or she may be qualified for by reason of having proper certification and having had at least one full year (.4 FTE or more, or .2 FTE for two consecutive school years) experience under continuing or noncontinuing contract in one or more prior school years, or who has proper certification and an academic major as stated on an official transcript, or who has proper certification and who presents written documentation from an appropriate college/university official that such employee has earned credits equivalent to a major. (Substitute service, unless used for initial placement on the certificated employees' salary schedule, does not qualify.) Each employee shall be required to identify, by February 28, all categories for which he or she may be qualified. Such information shall be submitted on a form provided by the District.
4. The following categories are established:
 - a. Elementary teaching personnel will be considered for retention in the following categories: General Elementary (K-6), Instrumental Music, Vocal Music, Physical Education, Teacher of the Gifted, and Remediation Assistance and Chapter I.
 - b. Secondary teaching personnel will be considered for retention in the following categories: Art, Business Education, Chapter I, Computer Education, English, English as a Second Language, Foreign Language (by each individual language to be offered), Health, Home Economics, General Math, Advanced Math (including Algebra), Vocal Music, Instrumental Music, Physical Education, Reading, General Science (including all 7, 8, and 9th grade sciences except 9th grade Biology), Chemistry, Physics, Biological Science (including 9th grade Biology), Scriber Lake (by individual program), Social Studies, Teacher of the Gifted, Traffic Safety, and Industrial Arts-Vocational (by each individual program to be offered).
 - c. Supportive staff personnel will be considered in the following categories: General Counselor, Vocational Counselor, Specialist—by area of specialty, Secondary Learning Resource Specialist, Elementary Learning Resource Specialist, Psychologist* and Nurse.

*All Psychologists shall be considered for retention in one category.

ARTICLE VIII (cont'd)

- d. Special Education personnel will be considered for retention in the following categories: Elementary Special Education Teacher, Secondary Special Education Teacher, Teacher of the Blind, Teacher of the Deaf, Educational Caseworker, Medical Caseworker, Communications Disorders Specialist, Audiologist, Occupational Therapist, Physical Therapist, Specialist—by area of specialty and Psychologist*.

*All Psychologists shall be considered for retention in one category.

5. Criteria for Retention: Certificated employees shall be considered for retention in available positions within the employment categories for which they qualify under paragraph B.3. above. In the event that there are more qualified employees than available positions in a given category, the following criteria shall be used to determine which employee shall be retained.
 - a. Total seniority as a certificated employee as defined in 5.b. below shall be the basis for retention in those categories identified in paragraph B.4. above. Within each such category the employee(s) having greater seniority shall be retained. In the event ties exist, the employee(s) having the highest number of college, university and professional credits eligible for recognition by the District for salary purposes shall have preference, provided, that all such credits must have been earned after the employee has been awarded his or her Bachelor's Degree. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie. Such drawing will be held after affected employees and the Association have been notified of the date, time and place of the drawing. The drawing shall be conducted openly and at a time which would permit a reasonable opportunity for the affected employees and Association representatives to be present.
 - b. "Seniority" within the meaning of Article VIII shall mean years of experience of the nature eligible for recognition by the District for salary purposes under Article III, Section 3.1 of this Agreement, regardless of whether actually recognized on a given salary schedule. Part-time certificated employees holding .4 FTE or more continuing or non-continuing contracts and working ninety (90) or more consecutive days in any contract year shall receive, for purposes of Article VIII, B.5. only, a full year of seniority credit for each such year of service.
6. It is recognized that certificated administrative personnel not included in this bargaining unit may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories identified in B.4. above; provided, such administrative personnel shall be subject to the same terms and conditions of employment as though they were members of this bargaining unit.
7. An employee who qualifies for retention may be assigned up to .6 FTE to a category for which he/she is otherwise eligible for retention.

ARTICLE VIII (cont'd)

8. An employee who otherwise qualifies for retention may be assigned .2 FTE to a category for which he/she has not previously qualified. Placement in such .2 FTE assignment in a non-qualifying category shall be made contingent on mutual agreement between the employee and the administrator, the prior approval of a human resources manager and proper certification of the employee.

C. District Review And Action

The superintendent shall review the recommendations of the Director of Human Resources. After review, the superintendent shall take such action as may be necessary and such notice shall be given certificated staff members as required by law. All certificated personnel who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in a District employment pool.

D. Provisions For Reemployment

Certificated persons whose names are in the employment pool will be considered for any teaching or supportive staff vacancy in the District which thereafter occurs, unless qualified certificated employees are not available in the employment pool for a particular position. Such employment shall be by a contract issued by the District either on a continuing or noncontinuing basis.

1. Employment pool personnel will be given the opportunity to fill open positions as detailed in B.5. An individual retains all rights of the reemployment pool until he/she receives a continuing contract subject to other provisions of this Article.
 - a. Said employment pool shall exist until the third November 1, following the implementation of Article VIII, or until the employment pool is depleted, whichever comes first. (If Article VIII is implemented again before the termination date of an existing employment pool, a new employment pool will be created with a termination date consistent with the provisions of this Article after each name in the pool.)
 - b. An employee in the employment pool who is not eligible for consideration in a job category under paragraph B.3. above, will be employed in a position for which he/she is qualified by preparation in preference to an applicant from outside the District.
2. By February 1 of each year in which an employment pool exists; the District will:
 - a. Send a form to each employee, including those on leave, and ask each employee to update his/her records of experience, category qualifications and verify academic credits. The deadline for such response shall be February 28.

ARTICLE VIII (Cont'd.)

- b. Mail to each person in the employment pool a copy of the Layoff and Recall provisions of the then current collective bargaining agreement, with a cover letter inviting such persons to let the District know by February 28 whether they wish to remain in the employment pool and if so, to update their records of experience, category qualifications and verify academic credits. If no response from an individual is received by the District by February 28, that individual will be dropped from the employment pool.

All such information requests in a. or b. above shall be submitted on a form provided by the District.

3. In April, the District will establish updated employee lists and employment pool lists for each category listed in B.4. By May 1, the District will cause to be posted at each work site a copy of all employee category lists and send to each person in the employment pool a copy of all employment pool category lists. Any employee who believes that an error has been made in his/her placement on one or more employee lists must notify the District Human Resources Office of the alleged error by May 10.

Any person in the employment pool who believes that an error has been made in his/her placement on one or more employment pool lists must notify the District Human Resources Office of the alleged error by May 10.

4. When a vacancy occurs for which a person(s) in the employment pool is (are) qualified under the criteria in B.3. of this Article, the District will attempt to contact such individual(s) by telephone with the offer of the position. Such individual(s) will have up to three (3) calendar days (during which the District Human Resources Office is open) to accept or reject the position and up to seven (7) calendar days to return to service with the District following acceptance of a position.

It shall be the responsibility of the individual to provide the Human Resources Office with a telephone number and address where he/she or his/her designee can be reached at all times.

In the event that an individual cannot be reached by telephone, the District will send the contract offer by certified restricted delivery or by personal delivery. Such individual will have three (3) calendar days from receipt of the written offer or ten (10) calendar days from the date of mailing, whichever comes first, to accept the position, and up to seven (7) days to return to service with the District following acceptance of the position.

If an individual in the employment pool fails to accept two positions offered, such individual shall be placed at the bottom of the seniority list for the employment category appropriate to the position offered. Exceptions to the above would be:

- a. Cases where a contract for less than half-day service is offered.
- b. Cases where an elementary teacher is offered a position that is more than two (2) grade levels from the last position held.

ARTICLE VIII (cont'd)

If in two (2) consecutive contract years an individual fails to accept two (2) positions offered or if the offers cannot be delivered within ten (10) days of mailing, such individual will be dropped from the employment pool. Exceptions to the above would be:

- a. Cases where a contract for less than half-day service is offered.
 - b. Cases where an elementary teacher is offered a position that is more than two (2) grade levels from the last position held.
5. The District shall provide an employee who is recalled to a position during the school year one (1) working day for orientation to the new position. The building principal and/or designee will be responsible for such orientation.
 6. The term "vacancy," for purposes of this Article, shall mean all teaching and supportive staff positions to be filled by the District for a period of sixty (60) or more consecutive contracted days during any year in which an employment pool exists.
 7. Individuals accepting contracts for positions of less than half-day service shall be given the opportunity to fill vacancies for greater daily service in categories for which they qualify under the criteria in B.3. subject to the limitation in B.2. before such vacant positions are offered to others in the employment pool. Only one such improvement in daily contracted service which results in a transfer or reassignment to another program or building will be allowed per individual during a contracted year.

E. General Provisions

1. The District will utilize employment pool personnel as substitutes on a first priority basis, if those personnel have registered for substituting in the manner prescribed by the District. The District will inform employment pool personnel of the proper registration procedure.
2. For any administrative vacancy which occurs, only those who have previously held a position at the same or higher salary level will be given preferential consideration.
3. Final action to terminate any contract shall be taken under statutes as may exist from time to time.

ARTICLE IX
EMPLOYEE EVALUATION

A. RESPONSIBILITY:

Within each school, the principal or his/her designee shall be responsible for the evaluation of employees assigned to that school. If an employee is assigned to more than one school, the principal of the school to which he/she is assigned the greater part of the time shall be responsible for that employee's evaluation. The designated supervisor shall be responsible for the evaluation of an employee who is not regularly assigned to a school or serves more than two (2) schools. The designated supervisor for school nurses and special education personnel shall be a program manager.

B. PROCEDURES:

1. Pre-Observation Procedures:

- a. Each principal or his/her designee shall within the first twenty (20) workdays of the school year or employment, whichever comes later, apprise each employee of the evaluation form to be used and the specific criteria upon which he/she will be evaluated including expected levels of employee performance where applicable.
- b. No later than the thirtieth (30th) working day or within the first 30 days of employment, whichever comes later, the principal or his/her designee shall meet with the employee to confer on the criteria upon which the employee will be evaluated. During such conference the employee, at his/her option unless otherwise stated below, may develop a Professional Growth Plan for the year.
- c. During the first three (3) school years of employment, a Professional Growth Plan shall be established annually. The Professional Growth Plan shall be established by the evaluator with input from the employee.
- d. A Professional Growth Plan shall be established for one (1) school year for each employee returning to District employment following an absence of five (5) or more years. The Professional Growth Plan shall be established by the evaluator with input from the employee.
- e. For any employee who received a Below Average or Unsatisfactory rating in any evaluation criterion, a Professional Growth Plan shall be established for the next school year by June 1 of the school year in which the Below Average or Unsatisfactory rating was received. The Professional Growth Plan shall be established by the evaluator with input from the employee. Such Professional Growth Plan shall be reviewed by the evaluator and the employee no later than October 1 of the following school year.

ARTICLE IX (cont'd)

2. Observations:

- a. For all employees, the principal or his/her designee shall conduct at least two formal observations during the course of the evaluation period.
- b. For provisional employees, the principal or his/her designee shall make at least one formal observation within the first ninety (90) days of employment.
- c. Formal observations shall be for not less than fifteen (15) consecutive minutes or more than fifty-five (55) consecutive minutes, provided the total observation time for two formal observations shall total at least sixty (60) minutes.
- d. The principal or his/her designee shall prepare a written report of each formal observation within five (5) days following the observation. Within three (3) days after such written report is prepared, the principal or his/her designee shall provide the employee with a copy of the written report and shall hold a conference with the employee.

3. Final Evaluation:

- a. The final evaluation shall be based on those criteria and the Professional Growth Plan as required in 1.c., 1.d., and 1.e.; which were reviewed with the employee in 1.a., 1.b., 1.c., 1.d., and 1.e. above.
- b. The rating scale for each criterion on the final evaluation shall be Satisfactory, Below Average or Unsatisfactory.
- c. The final evaluation shall be submitted to the employee on or before May 15.
- d. The principal or his/her designee shall hold a conference with the employee within five (5) days following submission of the final evaluation report.
- e. The employee shall be afforded the opportunity of filing a written response to the evaluation on or before June 30 of the year in which the evaluation was written. If a response is filed, the employee shall have the opportunity to meet with the evaluator and the appropriate Cabinet-level officer. At the employee's option, an Association representative may be present at such meeting.

4. Probation:

- a. Any employee whose services have been judged unsatisfactory based on the evaluation criteria may be placed on probation by the superintendent no later than February 1 of any school year and continuing until May 1 of the same school year. Before such action is taken, the following steps shall be implemented:

ARTICLE IX (cont'd)

- 1) The principal or his/her designee shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. The conference shall be held no later than January 20. The employee shall have the opportunity to have an Association representative in attendance at the conference.
- 2) If an employee is being considered for probation, the recommendation to the superintendent for probation must be made on or before January 20. The recommendation for probation must be in writing and a copy of that recommendation be sent to the employee. The recommendation for probation shall include the following:
 - a) A definition of the problem in terms of deficiencies based upon the evaluative criteria and/or the employee's Professional Growth Plan;
 - b) Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined;
 - c) A prescription for remediation which spells out a course of action and time-expectations for the employee involved to reach an acceptable level of performance;
 - d) A prescription for assistance which spells out a course of action whereby the employee will be assisted, counseled, and tutored to improve the level of performance to an acceptable level; and
 - e) A schedule which provides for at least twice monthly meetings during the probationary period between the evaluator and employee to discuss and prepare a written assessment of the progress, if any, made by the employee toward an acceptable level of performance.
- 3) The superintendent, or his/her designee, shall review the principal's or his/her designee's recommendation for probation. If the superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.
- 4) If it is determined by the superintendent that probation is warranted, then the superintendent shall notify the employee in writing and such notice shall include all of the provisions of Step 2 above, as well as being consistent with other provisions of this Agreement. The principal or his/her designee may ask for assistance from the superintendent or his/her designee to supply additional resources during the probationary period.

ARTICLE IX (cont'd)

- b. No later than May 5, a summarized written evaluation report with recommendations for future action shall be prepared for the superintendent. A copy shall be furnished to the employee. In the event that the report contains any information not previously made known to and discussed with the employee, the employee may submit a written, signed statement which shall be attached to the evaluation report and recommendation. Within five (5) days from the receipt of the report, the employee may request and will be given a hearing with the superintendent. The hearing shall be held within five (5) days of receipt of the request.
- 5. No use of hearsay shall be injected into the documentation pertaining to evaluation.
- C. Only the procedures outlined in Sections A. and B. shall be subject to the Grievance Procedure. Without limiting the generality of the foregoing, the substantive and subjective aspects of an evaluation are specifically excluded from the Grievance Procedure.
- D. EVALUATION CRITERIA -- TEACHERS:

The following criteria will be used in the evaluation of teachers:

- 1. Instructional Skill - The teacher demonstrates competency (knowledge and skill) in designing and conducting instructional experiences for learners by:
 - a. Identifying the learning needs of individual pupils;
 - b. Establishing learning objectives/outcomes consistent with individual pupil learning needs;
 - c. Planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes;
 - d. Conducting/implementing the instructional plan/experience;
 - e. Using the principles of learning to facilitate the learning of objectives;
 - f. Monitoring student progress and adjusting instruction based on monitoring;
 - g. Assessing pupil's learning/achievement of outcomes and in using the resultant data in the design of future instructional experiences.
- 2. Classroom Management - The teacher demonstrates competency (knowledge and skill) in organizing the physical and human elements in the educational setting by:
 - a. Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;

ARTICLE IX (cont'd)

- b. Organizing the physical setting so that it contributes to learning;
 - c. Identifying and appropriately using instructional resources available throughout the District and the community;
 - d. Organizing individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired;
 - e. Providing a classroom climate conducive to student learning;
 - f. Helping students to develop independent work habits;
 - g. Establishing appropriate routines and procedures.
3. Professional Preparation and Scholarship - The teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession by:
- a. Demonstrating knowledge of and ability to use instructional strategies/methods appropriate to the learning needs of the pupil(s), subject matter(s) taught, and learning outcomes desired;
 - b. Demonstrating knowledge of and ability to relate/use the principles and methods of teaching theory as a basis for the design of learning experiences;
 - c. Specifying educational philosophy and theory underlying one's instructional decisions;
 - d. Demonstrating commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.);
 - e. Implementing statutes and rules/regulations which have implications for the professional's practice, subject matter specialization and school policy.
4. Effort Toward Improvement When Needed - The teacher demonstrates an awareness of his/her limitations and strengths and strives to improve or enhance competency by:
- a. Demonstrating commitment to and participation in inservice and career development activities sponsored by professional organizations, the District, and the Educational Service District;
 - b. Demonstrating commitment to and participation in continuing education and training initiated and selected by the individual;
 - c. Following through and responding to recommendations included in periodic and annual personnel evaluation;
 - d. Demonstrating commitment to and participation in self-assessment/evaluation and identification of strengths, needs and limitations.

ARTICLE IX (cont'd)

5. Handling of Student Discipline and Attendant Problems - The teacher demonstrates ability to manage the noninstructional, human elements/dynamics among pupils in the educational setting by:
 - a. Recognizing conditions which may lead to disciplinary problems;
 - b. Establishing clear parameters for student "in-classroom" conduct and making known those expectations;
 - c. Developing appropriate strategies for preventing disciplinary problems;
 - d. Responding appropriately to disciplinary problems when they do occur;
 - e. Resolving discipline problems in accordance with law, school board policy, and the terms and conditions of this Agreement;
 - f. Assisting students toward self-discipline and acceptable standards of student behavior.
6. Interest in Teaching Pupils - The teacher demonstrates commitment to each student's unique background and characteristics and enthusiasm for and enjoyment in working with students by:
 - a. Demonstrating enjoyment of the process of working with students;
 - b. Recognizing characteristics of each student;
 - c. Using knowledge of individual student(s) to design learning experiences and facilitate learning.
7. Knowledge of Subject Matter - The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) at the elementary and/or secondary level(s) by:
 - a. Demonstrating a depth of knowledge in the subject matter area;
 - b. Demonstrating an understanding of the relationship between one's subject matter field and other disciplines/subjects;
 - c. Demonstrating breadth of knowledge in general education/liberal arts or pursuit of such knowledge;
 - d. Demonstrating skill in identifying the essential learnings of content to be taught.
8. Involvement with Parents and Staff - The teacher demonstrates involvement with parents and staff by:
 - a. Communicating and relating with parents and staff.

ARTICLE IX (cont'd)

E. EVALUATION CRITERIA -- CERTIFICATED SUPPORT PERSONNEL:

The following criteria will be used in the evaluation of certificated support personnel:

1. Knowledge and Scholarship in Special Fields -- The employee demonstrates a depth and breadth of knowledge of theory and content in a special field; the employee demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate an area of specialty into the total school milieu by:
 - a. Providing a theoretical rationale for the employee's individual use of various procedures;
 - b. Demonstrating understanding of the basic principles of human growth and development;
 - c. Demonstrating awareness of personal and professional limitations and the ability and knowledge to make appropriate referrals;
 - d. Relating and applying knowledge, research findings and theory deriving from the employee's discipline to the development of a program of services.
2. Specialized Skills -- The employee demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and/or evaluation by:
 - a. Designing and conducting a program providing specific and unique services within the employee discipline;
 - b. Demonstrating ability to synthesize and integrate evaluation data concerning the student;
 - c. Administering assessment procedures appropriate to the employee field or organizing for and preparing those who will administer the assessment procedure;
 - d. Demonstrating ability to assist teachers, administrators and other employee personnel to integrate specialized information into regular or specialized curricular programs;
 - e. Developing goals and objectives which will facilitate the implementation of programs and service.
3. Management of Special and Technical Environment -- The employee demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program by:

ARTICLE IX (cont'd)

- a. Selecting or recommending evaluative devices, materials, and/or equipment appropriate to student needs;
 - b. Demonstrating the use of and an understanding of the limitations and restrictions of devices, materials, and procedures;
 - c. Using comparative and interpretive data based on student needs;
 - d. Providing an environment which protects student and family right to privacy, as mandated by federal and state regulations, and District policies.
4. The Employee as a Professional -- The employee demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competency by:
 - a. Demonstrating awareness of the law related to the area of specialization;
 - b. Demonstrating commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.);
 - c. Demonstrating commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.
5. Involvement in Assisting Pupils, Parents, and Educational Personnel -- The employee demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs by:
 - a. Consulting with other certificated support personnel, school personnel and parents concerning the identification of those needing specialized programs;
 - b. Consulting with other certificated support personnel, school personnel, and parents concerning the development, provision, coordination, and/or extension of services to those needing specialized programs;
 - c. Planning and developing programs to meet the developmental needs of the school population and the special needs for some students;
 - d. Interpreting characteristics and needs of students to parents, staff and community, in group and individual settings via oral and written communications.

ARTICLE X

VACANCIES AND TRANSFERS

A. Notice of Building Placement

Each employee shall be given written notice of tentative building placement for the forthcoming year no later than the fifth (5th) working day before the end of the school year. Said notice shall designate building, subject(s) and/or specialized area, where applicable.

B. Assignments Within A Building and/or Program

1. Employees within a building and/or program shall be assigned to a grade level, subject(s) and/or specialized area by the building principal and/or program manager.
2. Requests for a change in teaching assignment within a building and/or program are to be discussed with the building principal and/or program manager.

C. Changes In Subject or Grade Level Assignment Within A Building

In the event that one or more of the following changes in assignment is made after the notice of assignment is given pursuant to paragraph A. of this Article, the employee affected shall be notified and shall have the opportunity to meet with the building principal and/or program manager regarding the change:

1. In the elementary, reassignment to a different level (primary, intermediate).
2. In the secondary, reassignment of class loads in which more than one additional preparation will be required.
3. In the secondary, reassignment to a different category (as defined in Article VIII).

After the eighth (8th) teaching day, until the succeeding year's assignments are made, no involuntary change of assignment as defined above shall be made without the consent of the employee, except in cases of emergency or to prevent undue disruptions of the instructional program or for changes in staff requirements or for changes in student distribution. The principal and/or program manager shall discuss the reasons for the change in assignment with the affected employee two (2) days prior to the effective date of the change.

D. General Provisions Controlling Transfers

1. For the purposes of this Article, transfer means the assignment of an employee to a different building from the one to which he/she is currently assigned.

ARTICLE X (cont'd)

2. Through their publications and meetings, the District and the Association will encourage transfers.
3. An employee who has been involuntarily transferred shall be exempt from further involuntary transfer for five (5) years following the involuntary transfer, provided an involuntary transfer may be made in cases of school closure, program reduction and/or program elimination.
4. An employee on probation is not eligible for a voluntary transfer and will not be subject to an involuntary transfer during the probationary period, provided an involuntary transfer may be made in cases of school closure, program reduction and/or program elimination.
5. Transfers shall be based on District seniority unless otherwise noted, provided considerations of appropriate Washington State Certification and qualifications for the position are met.
6. All transfers are subject to approval or disapproval by the level assistant superintendent and/or program director and the Director of Human Resources.

E. Voluntary Transfer

1. Employees may request voluntary transfers. Such requests will be honored to the extent to which openings are available.
2. Each employee seeking a transfer will submit a Transfer Form to the Human Resources Office by March 15. An employee may request a transfer to a specific building and/or grade level/subject. An employee may reject a voluntary transfer if the assignment is different from the one requested.
3. The District will provide two (2) days supplemental contract at the per diem rate of pay for each employee who is granted a voluntary transfer, provided, this compensation will only be available to employees who have taught five (5) or more consecutive years in one building immediately preceding the voluntary transfer. The selection of the two (2) days to be worked and the duties to be performed on such days will be determined by the principal/program manager and the employee.

F. Involuntary Transfer

The District may initiate the involuntary transfer of employees under the following conditions:

1. School Closure: Employees transferred as a result of school closure will be given first priority to fill vacancies.
 - a. When final School Board action has identified a specific building to be closed, the District will notify that building's employees of their new building assignment as soon as possible.
 - b. Employees of a closed building will have the first opportunity to accompany students to their newly-assigned service area school(s) to the extent positions are available.

ARTICLE X (cont'd)

- c. Employees not assigned to a comparable level (elementary, middle, high school) when first transferred from a closed building will have first priority for vacancies available at their previous level for two years. Such transfers will normally be made at the beginning of a school year.
 - d. The District will provide release time for employees of buildings identified by final School Board action for closure to meet with the administration and/or level/subject area employees of their newly-assigned building.
2. Reduction or Elimination of a Program: An employee(s) may be transferred when a program is reduced or eliminated, thereby requiring fewer staff. In such circumstances, the District will first request volunteers for transfer.
 3. Enrollment Reduction in a Building or Program: An employee(s) may be transferred when enrollment in a building or program is reduced, thereby requiring fewer staff. In such circumstances, the District will first request volunteers for transfer.
 4. Change in Student/Teacher Ratios: An employee(s) may be transferred when a change in the student/teacher ratio requires fewer staff. In such circumstances, the District will first request volunteers for transfer.
 5. Educational Program: Notwithstanding any other provision(s) of this Article, an employee may be transferred to maintain or improve the educational program. Such transfers, not to exceed three percent (3%) of the certificated staff, may be made without following the provisions of this Article, provided such transfers will not supercede Sections F.1.a. and F.1.b. above. Prior to such transfer, the affected employee will have an opportunity to meet with the principal and/or program manager and the level assistant superintendent and/or program director.

G. Voluntary Exchange

An employee may arrange for an exchange of teaching assignment with another employee, provided, both employees are eligible for retention under the provisions of Article VIII. Mutual agreement by the employees involved in the exchange and approval of the affected building principals/program managers is required. Such exchange may be between levels or programs. The exchange must be for a mutually agreed, specified period of time not to exceed one (1) school year.

1. For purposes of layoff and recall, an employee will not gain entry to a new category as the result of a voluntary exchange.
2. Employees seeking a voluntary exchange shall indicate such on the Transfer Form and submit such form to the Human Resources Office by March 15.
3. The Human Resources Department will prepare a list of voluntary exchange positions available and coordinate such voluntary exchanges.

ARTICLE X (cont'd)

H. Vacancies

1. Vacancies Defined

- a. A permanent vacancy shall be defined as a position within the bargaining unit which will be filled by the District for at least sixty (60) contracted days which is created by:

- 1) The termination of any employee with continuing contract status.
- 2) The creation of a new position.
- 3) Reassignment to a position outside the bargaining unit.

When a permanent vacancy is filled after the start of the school year, the District will issue a continuing contract, although such continuing contract shall not necessarily be issued to the individual filling the vacancy. This assignment will be temporary and will be advertised the following school year provided such position will be continued.

- b. A vacancy created as a result of a leave shall be defined as a temporary vacancy. When a temporary vacancy for at least sixty (60) contracted days is filled, the District will issue a noncontinuing contract, although such noncontinuing contract shall not necessarily be issued to the individual filling the vacancy.

2. Posting of Vacancies

- a. Vacancies for positions, both permanent and temporary, which are known at least five (5) days before the last scheduled school day, will be posted at each work site and the Educational Services Center and copies provided to the Association. Employees may make application for such positions through the prescribed procedure.
- b. Vacancies, both permanent and temporary, in positions other than those described in H.2.a. above, will be filled after consideration is given to those individuals who have requested such positions as provided for in Section E.2. of this Article. When positions are to be filled after the last scheduled school day and before the beginning of the subsequent school year, the District will attempt to contact individuals (or designee) who have indicated an interest in such position by completing a Transfer Form. It shall be the responsibility of the employee submitting a Transfer Form to provide the Human Resources Office with a telephone number and address where he/she or his/her designee can be reached during the summer.

I. Certification

All vacancies will be filled by persons holding or who are eligible for appropriate Washington State Certification.

ARTICLE X (cont'd)

J. Special Education Transfer

The parties agree to make an effort to facilitate alternative teaching experiences for individuals who have worked in the District for five (5) or more consecutive years as special education teachers.

In order to implement such effort, notwithstanding any other provision(s) of this article, the District will consider any plans, such as job sharing, team teaching and part-time assignments, proposed by a teacher or group of teachers in regard to special education teacher assignments.

Experience which employees gain under this section shall not qualify such employees for category(ies) not already held.

ARTICLE XI
CERTIFICATED SUBSTITUTES

This Article shall govern the wages, hours, and working conditions of certificated substitutes represented by the Association. Provisions contained in other portions of the Agreement shall apply to such certificated substitutes only to the extent specifically incorporated by reference into this Article XI.

A. AGENCY SHOP

1. A substitute(s) shall, following his/her first workday, either become a member of the Association or pay an agency shop fee equivalent to the dues required of membership for substitutes in the Association. Substitutes who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to Chapter 41.59 RCW. Said deductions shall be on the basis of fifteen cents (15¢) per hour, cumulative to the maximum annual membership dues.
2. In order to safeguard the right of substitutes based on a bonafide religious objection, the teaching or tenets of a church or religious body of which such substitute is a member, said substitute may pay an amount of money equivalent to the applicable agency shop fee to a nonreligious charity mutually agreed upon by the substitute affected and the Association, pursuant to Chapter 41.59.100 RCW.
3. The District shall furnish the Association a listing by name and address of all substitutes employed by the District. This list shall be provided to the Association by September 30 of each year and shall be updated. In addition, a list of long-term substitutes shall be provided to the Association quarterly.
4. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association which is to be deducted in the coming school year under payroll deduction. The amount of this deduction shall not be subject to change during the school year. The District agrees to promptly remit directly to the Rainier National Bank all monies so deducted, accompanied by a list of substitutes from whom the deductions have been made. A duplicate list shall be provided the Association. The Association agrees to reimburse the District those sums in excess of the total amount due, provided the Association actually received the excessive amount.

B. RATES OF PAY

There shall be two types of substitutes, regular daily and long-term.

ARTICLE XI (cont'd)

1. A regular daily substitute is defined as a person who is employed as a substitute for a bargaining unit member for not more than 20 consecutive days.

A regular daily substitute shall be paid at the rate of \$56.76 per full day. The half-day rate shall be one-half ($\frac{1}{2}$) of the applicable rate.

2. A long-term substitute is defined as a person who is employed as a substitute for a bargaining unit member in an assignment which, in the judgment of the Director of Human Resources at the time of such assignment, will last more than twenty (20) consecutive days.

Long-term substitutes shall be paid at the rate applicable to regular daily substitutes up to and including the fifteenth (15th) consecutive day in the same assignment.

Additional consecutive days in the same assignment, beginning with the sixteenth (16th) day, will be paid at the rate of \$76.02 per full day.

3. Substitute Erroneously Called

A substitute who is erroneously called by the District and reports for duty as assigned may choose to remain at the building on an alternate assignment designated by a building administrator for one-half ($\frac{1}{2}$) day and shall be paid at the half-day rate, providing he/she cannot be immediately reassigned by the Substitute Office, or in the alternative, may be paid a reporting fee of \$6.00.

4. During the 1985-86 school year, in furtherance of the District's educational program, each substitute who worked at least twenty (20) days during the 1984-85 school year shall have the option of working four (4) days in addition to those days when called to substitute, at the per diem regular daily substitute rate.

The District will establish the specific dates and the activities to be carried out on such additional work days. The Association and/or individual substitutes may recommend activities for such days.

5. In the event any of the salary increases provided for herein are held by a court of competent jurisdiction to be unlawful, the parties will commence negotiations on said salaries as soon as reasonably possible. Meanwhile, and pending exhaustion of any judicial appeals, the District shall pay those salaries allowed by the court order.
6. The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement shall operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that provided by law.

C. CONDITIONS OF EMPLOYMENT

1. Workday

- a. The workday for a substitute shall be defined the same as the workday of the regular employee whose position the substitute is filling, or that portion of the regular employee's workday for which the substitute is assigned.
- b. A substitute who works more than three and one-half hours (3 1/2) shall be paid for a full day. A substitute who works for three and one-half (3 1/2) hours or less shall be paid for a half day.
- c. A substitute may be required to attend any staff meeting required of a regular employee.
- d. A long-term substitute may be required to participate in any uncompensated school or school-related functions outside the regular workday that would have been required of the employee whose position the substitute is filling.
- e. A substitute, when called prior to the pre-service days at the beginning of a school year for an assignment of the first three (3) or more student days, shall work the regularly scheduled pre-service days at the per diem regular daily substitute rate.

2. Assignment to More Than One Duty Station

When an assignment is to more than one duty station, the substitute will follow the same schedule under the same conditions that would have held for the regular employee whose position the substitute is filling.

3. Nonteaching Duties

Activities outside regular classroom work are the responsibility of all members of the faculty. Substitutes will be expected to perform all responsibilities that would have been expected of the regular employee whose position the substitute is filling.

4. Voluntary Overtime

Substitutes may participate in noncontracted activities occurring after the normal student day and on nonschool days or overnight (i.e., outdoor education and other similar programs) on a voluntary basis. Participation or lack thereof shall not adversely affect any substitute in his/her employment.

5. Parent Conferences

Long-term substitutes will be expected to meet the parent conference schedule that would have been expected of the regular employees whose position they are filling.

ARTICLE XI (cont'd)

6. Home Visitations

Visitations to homes of students are optional for substitutes except as required of the regular employee whose position they are filling or as part of normal job responsibilities of particular positions; e.g., special education, vocational education, nurses, home instruction, or as may be required by state law and state regulations.

7. Assignments

The District will attempt to assign substitute teachers as requested by contracted teachers following the daily placement of substitute teachers with employment pool rights.

8. The District's Human Resources Division will be responsible for:

Mailing to each substitute teacher, who provides self-addressed, stamped envelopes for this purpose, copies of all nonsupervisory certificated position opening announcements, provided that a request and the self-addressed, stamped envelopes are received in the Human Resources Office by October 15 of the school year.

Insuring that a minimum of two (2) substitute teachers who apply for posted positions and meet the qualifications for the position(s) sought are interviewed.

D. STAFF PROTECTION -- PROCEDURE FOR ASSAULT CASES

1. Job-related assault shall be defined as any physical attack upon substitutes which takes place during the workday, at a school-sponsored event, while performing work-related duties at the work site, or at any other time as a result of the substitute's performance of work-related duties.
2. The substitute shall be assisted by the supervisor on duty in:
 - a. Gaining medical attention as appropriate.
 - b. Reporting the incident to and filing charges with the appropriate police agency (detailing the incident, supplying witnesses' names, etc.).
 - c. Reporting the incident to the business office so that industrial insurance procedures can be initiated.
3. The District, through the Cabinet-level supervisor, shall arrange a conference with an attorney at District expense. The attorney shall provide the substitute with information and/or direction in regard to:
 - a. Filing the complaint with police.
 - b. Criminal trial procedure.
 - c. The availability of civil remedies, including lawsuits.
 - d. Sources for locating an attorney to represent the substitute in any civil remedy pursued.

ARTICLE XI (cont'd)

4. Upon receipt of a request, the District shall provide the Association information pertaining to an assault on a substitute provided that no information of a confidential nature shall be released without the written consent of the substitute.

Upon receipt of a request, the Association shall provide the District information pertaining to an assault on a substitute provided that no information of a confidential nature shall be released without the written consent of the substitute.

E. DISCIPLINE OF STUDENTS

1. The District's student discipline policy shall be made available to all substitutes.
2. Substitutes shall be responsible for maintaining order and discipline in their work site(s) as related to the District-adopted student discipline policy. Substitutes shall receive assistance from building administrators in discipline cases and shall receive prompt response to a request for assistance.
3. The substitute shall have the right to use reasonable and prudent disciplinary measures for the safety and well-being of students and employees.
4. The substitute shall have the responsibility to notify parents of deviate or disruptive behavior of a student which may lead to suspension or expulsion.
5. Instances where student behavior warrants suspension or expulsion from school shall be carefully documented, specifying dates of occurrence and specific acts.
6. Prior to the student being permanently readmitted to class following suspension or expulsion, there shall be a meeting between the substitute, student, and principal resulting in a memo specifying the future behavior expectations of the student.

F. RELEASE FROM ASSIGNMENT/EXCLUSION FROM A BUILDING

1. A substitute shall not be terminated from an assignment of a scheduled duration of two or more days prior to the end of the assignment without the approval of a human resources administrator.
2. A substitute shall not be excluded from working in a building by a building administrator without the approval of a human resources administrator.

G. SUBSTITUTE TEACHER HANDBOOK

1. All new substitutes shall be provided a copy of the substitute handbook. Replacement copies will be furnished upon request.
2. Substitutes may submit suggestions to the Human Resources Department for revisions of the handbook.

ARTICLE XI (cont'd)

H. MEDICAL INSURANCE

A substitute shall be entitled to enroll in one of the group medical plans listed below, provided the substitute pays the premium in advance to the District's Payroll Office on a quarterly basis, and provided further that the carrier will accept enrollment of this class of employee:

- a. Snohomish County Physicians Corporation
- b. Blue Cross of Washington and Alaska
- c. Group Health Cooperative

I. TRAVEL REIMBURSEMENT

1. In-District — A substitute whose assignment requires travel between schools or travel within the District on school business will either have a school vehicle assigned on a regular basis or will be compensated on a per mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense.
2. Out-of-District — A substitute who is required to travel out of the District shall be compensated for such required travel on a per mile basis at the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible business expense when no District vehicle is available. If a District vehicle is available and the substitute chooses to use his/her own vehicle, the mileage rate shall be the maximum allowable mileage rate recognized by the Internal Revenue Service as a deductible charitable expense.

J. LIABILITY INSURANCE BENEFITS

1. The District shall provide legal counsel and hold harmless substitutes for claims for damage caused by the substitute while performing his/her duties as a substitute of the District under the District's comprehensive general liability policy. The District shall not assume any costs or judgments held against the substitute when such damages are proven to be due to intentional tort or any violation of law as determined by a court of law.
2. The District shall provide all substitutes insurance for maintenance of order and discipline pursuant to the requirements of RCW 28A.58.425.
 - a. Liability and property damage coverage:

All substitutes covered by this Article

 - 1) \$500,000 bodily injury per occurrence
 - 2) \$100,000 property damage per occurrence
 - b. Personal injury coverage: \$500,000 per occurrence.
 - c. Errors and omissions coverage:
 - 1) \$100,000 per person
 - 2) \$1,000,000 aggregate
 - 3) \$1,000 deductible

ARTICLE XI (cont'd)

d. Personal property coverage:

- 1) Limit per occurrence: \$500
- 2) Deductible: \$10
- 3) Exclusion: Auto and jewelry valued over \$250
- 4) Personal property: Shall be identified as indispensable personal property necessarily worn by the substitute such as eyeglasses, hearing aids, dentures, watches, clothing and other personal property items used in the educational process previously approved by the District.

K. PERSONNEL FILES

1. The District shall maintain a single personnel file which shall be kept in the office of the Director of Human Resources and shall be controlled by the Director of Human Resources and/or his/her designee.
2. The District shall maintain no personnel files other than those cited in item 1. above. It is understood and agreed by the parties that listings and objective forms which include a substitute's name and objective data shall not be construed to be a part of the contents of any personnel file.

Example: Affirmative action reports and records, equal opportunity for employment information and records, records of absence, payroll data, fringe benefit reports and records, rosters, certification information and records, information and records regarding health certificates, retirement information and records, authorization for withholding from pay and employee withholding exemption certificate.

3. The substitute shall have the right to examine his/her personnel file in the presence of the Director of Human Resources or his/her designee at a time and place mutually agreeable. Such review may be done in the company of a person of the substitute's own choosing.

L. MANAGEMENT RIGHTS

The Board, acting on behalf of the electorate of the Edmonds School District, has the exclusive right and responsibility conferred upon and vested in it by the regulations of the State Board of Education, the Laws and Constitution of the State of Washington and/or the United States to manage and transact all the business and operations of the District, either through its own employees or through contracting or subcontracting, provided that such contracting or subcontracting shall not result in layoff of substitutes covered by this Article, and provided further that the District will, at the request of the Association, engage in collective bargaining prior to making a final decision to subcontract those work functions which have traditionally been assigned to substitutes.

All rights, powers, authority and functions of management, whether heretofore or hereinafter exercised and regardless of frequency or infrequency of their exercise, shall remain exclusively vested in the District and its

ARTICLE XI (cont'd)

Board of Directors, except as expressly and specifically surrendered or limited by the express provisions of this Article. The exercise of these rights shall not be subject to the Grievance Procedure as defined and set forth in this Article.

M. SUBSTITUTE RIGHTS

1. Pursuant to RCW 41.59, the parties agree that substitutes have the right to self organization, to form, join or assist the Association, to bargain collectively through the Association and shall have the right to refrain from any or all such activities. The District shall not discourage, deprive or coerce any substitute in exercising such rights or refraining from exercising such rights.
2. Nothing contained in this Article shall be construed to deny a substitute or restrict a substitute any rights he/she may have under law. Such rights assured by law shall be subject to appeal through established legal processes for alleged violation or abridgement of said rights and are thereby excluded from redress through the Grievance Procedure in this Article.
3. No substitute shall be denied membership in the Association because of domicile, race, creed, religion, color, national origin, age, sex, marital status, place of previous employment or the presence of any sensory, mental or physical handicap, except to the extent required by law or by provision of this Article.
4. Substitutes shall have the right to refuse to:
 - a. Participate in private research projects not specifically approved by the Curriculum Commission and the superintendent.
 - b. Participate on interview teams for hiring new employees.
 - c. Accept the assignment of student teachers to them.
5. No electronic or recording device shall be used for purposes of substitute surveillance without the substitute's prior knowledge and approval.
6. A substitute teacher who is subsequently employed by the District on a continuing or noncontinuing contract shall be allowed to count full-day equivalent substitute service with the District, for purposes of salary schedule placement, on the same basis as contracted certificated employee experience is allowed (i.e., experience shall be calculated to tenths of years, based on a 182 day school year).
7. Each assignment, whether half-day or full day, shall count as a full day for the sole purpose of meeting the qualifications needed for placement on the active substitute list.

ARTICLE XI (cont'd)

N. NONDISCRIMINATION CLAUSE

All terms and conditions of employment included in this Article shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, place of previous employment, or the presence of any sensory, mental, or physical handicap except to the extent required by law.

O. NO STRIKE

During the duration of this Article and any extensions thereof by mutual agreement, the Association, its officers, or agents, acting individually or in concert with others, shall not engage in any strike, slowdown or work stoppage against the District.

P. GRIEVANCE PROCEDURE

A claim by a substitute that there has been a violation, misinterpretation, or misapplication of any provision of this Article which directly affects that substitute may be processed as a grievance as hereinafter provided. Once a substitute has initiated a formal grievance, the Association, at its discretion, may process that grievance through the remaining steps of the procedure, irrespective of the wishes of the substitute who initiated the grievance.

In the event that a substitute believes there is a basis for a grievance, the substitute may first discuss the alleged grievance with his/her immediate supervisor either personally or accompanied by his/ her Association representative. If the grievance is not thus resolved, formal Grievance Procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal Grievance Procedure.

Step 1:

The grievant may invoke the formal Grievance Procedure through the Association on a form which will be available from the Association representative in each building, setting forth the following:

- a. The facts upon which the grievance is based.
- b. Reference to the specific provision(s) of this Article which is/are alleged to have been violated.
- c. Remedy sought.

A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one school building, or is based on action of a District-level administrator, it may be filed with the superintendent or a representative designated by the superintendent. A grievance form must be filed within twenty (20) days of the occurrence of which the grievant complains or twenty (20) days of the time when the grievant learned of the occurrence of which he/she complains, whichever is later.

ARTICLE XI (cont'd)

Within five (5) days of receipt of the written grievance, the immediate supervisor shall meet with the grievant and an Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the Association.

Step 2:

If the Association and/or grievant is/are not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the superintendent. Within ten (10) days of receipt of the grievance from the superintendent or his/her designee shall meet with an Association representative and the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and to the Association.

Step 3:

If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, the Association may proceed to Step 4 or the Association and the superintendent may mutually agree to submit the grievance to an impartial mediator within five (5) days of the decision by the superintendent or his/her designee.

The parties shall select a mutually agreed-upon mediator. If the parties cannot agree upon a mediator, PERC will be contacted to provide a mediator who shall not be a PERC Hearing Officer.

The parties shall meet with the mediator for a period of time not to exceed two (2) days. If no solution acceptable to the Association is achieved within that time period, the Association may proceed to Step 4.

Step 4:

The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the superintendent or his/her designee or ten (10) days following completion of mediation, whichever comes later. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which rules shall likewise govern the arbitration proceeding. Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party during Steps 1 through 3. The decision of the arbitrator shall be final and binding upon both parties.

ARBITRATION COSTS:

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be borne totally by the losing party.

ARTICLE XI (cont'd)

JURISDICTION OF THE ARBITRATOR:

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Article. The arbitrator shall decide all substantive and procedural arbitrability issues.

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

TIME LIMITS:

The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days in each step shall be considered as maximum and efforts should be made by the parties to expedite the process.

The time limits provided in this section shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in dismissal of the grievance. Failure of the District or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step in the Grievance Procedure.

GRIEVANCE AND ARBITRATION HEARINGS:

All hearings or conferences pursuant to this Grievance Procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including witnesses.

FREEDOM FROM REPRISAL:

Substitutes involved in the processing of grievances whether as a grievant, a witness, a representative of the Association or otherwise shall not suffer any restraint, interference, discrimination, coercion or reprisal, or prejudice in any manner as a result of their participation in the grievance process. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file.

INDIVIDUAL COMPLAINTS:

If an individual substitute has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the Grievance Procedure. However, no grievance as defined herein shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the grievance be inconsistent with the terms of this Article. In

ARTICLE XI (cont'd)

the administration of the Grievance Procedure, the interest of the substitute shall be the sole responsibility of the Association.

CONTINUITY OF GRIEVANCE:

Notwithstanding the expiration of this Article, any claim or grievance rising hereunder may be processed through the Grievance Procedure until resolution.

ASSISTANCE IN INVESTIGATION:

The District shall provide to the Association upon request such information as is necessary to the processing of a grievance. Requests for such information shall be submitted to the superintendent by a designated Association leader or agent.

All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related or divulged by any participant in the grievance adjusting process or by any substitute of the District.

The Association shall obtain from the grievant and every participant in the processing of any grievance on behalf of the grievant a signed commitment that the above confidentiality will be maintained and the Association will hold the District harmless from any claim and damages in any case in which this confidentiality is violated by the grievant or any participant in the processing of the grievance on behalf of the grievant.

For purposes of this Grievance Procedure only, "days" shall mean scheduled days of student instruction.

Q. DEFINITIONS:

Unless the context in which they are used clearly requires otherwise, when used in this Article:

The term "Article" shall mean this Article XI of the Collective Bargaining Agreement.

The term "Association" shall mean the Edmonds Education Association.

The term "Board" shall mean the Board of Directors of the Edmonds School District No. 15.

The term "District" shall mean the Edmonds School District No. 15.

The term "substitute" shall mean all certificated substitutes as defined above in A., 1. and 2. of this Article.

The term "days" shall mean substitute workdays unless otherwise specifically defined in this Article.

Unless the context in which they are used clearly requires otherwise, words used in this Article denoting gender shall include both the masculine and feminine; and words denoting number include both the singular and the plural.

ARTICLE XII

DURATION AND TOTALITY OF AGREEMENT

This Agreement shall be in effect only for the duration of the period of time from August 1, 1984 through July 31, 1987, provided that this Agreement shall be opened in 1986 between April 1 and April 30 to negotiate for the 1986-87 school year in regard to Appendix 3, Certificated Employees' Salary Schedule; Substitutes' rates of pay contained in Article XI; Section 3.5, Dental/Medical, Life and Disability Insurance; Section 3.2.E., Curricular Work Stipends; Section 3.2.H., Inservice; Section 3.3, Summer School/Alternative to Suspension Supervision; Section 3.2.I., Traffic Safety Education; two Sections (defined as provisions labeled by "Section" number, in the case of Articles I-VI, or by a capital letter, in the cases of Articles VIII-X, or by an underlined heading, in the case of Articles VII and XI) chosen by each party; and any other topic(s) which the parties mutually agree to bargain, with the parties making every effort to complete such negotiations by June 30 of 1986. It is further provided that this Agreement shall be opened in 1986 and 1987 between January 1 and January 31 for the sole purpose of negotiating in regard to a school calendar for 1986-87 and for 1987-88. Such open period for negotiations in regard to the school calendar shall extend for a period of thirty (30) days from the date of opening, with the parties making every effort to finalize a school calendar for the 1986-87 and 1987-88 school years during such open period. Further, the parties anticipate the possibility of imminent need to reopen Section 6.1 if and when the agency administering the Act (SPI) calls upon the District to alter its student and/or employee schedules for compliance purposes. Both parties acknowledge and agree that this Agreement constitutes all understandings and agreements between the parties, which concludes all collective bargaining to affect the period August 1, 1984 through July 31, 1987, subject to the provisions for opening cited above.

The parties agree that if the special levy passes in 1986, the four (4) optional workdays provided in Section 1.6 shall be continued for the 1986-87 school year.

EDMONDS EDUCATION ASSOCIATION

EDMONDS SCHOOL DISTRICT NO. 15

/s/ Julie Green
President

/s/ Sheri Straight
Board President

/s/ Warren Henderson
Executive Director

/s/ Hal Reasby
Secretary to the Board

ASSIGNMENT OF WAGES FORM

Name: _____

Address: _____

Assignment: (Position) _____ (Building) _____

To: EDMONDS SCHOOL DISTRICT NO. 15

I, the undersigned, acknowledged that I am a member of the Edmonds Education Association or am paying an agency shop fee equivalent to the dues of the Association. I hereby authorize you as my employer to deduct from my salary and to pay to the Edmonds Education Association membership dues or fees in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the duration of the Collective Bargaining Agreement and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Edmonds Education Association between August 1, 1986 and August 31, 1986 and further agree that my revocation shall be effective on August 31, 1986.

(Signature)

(Date)

ASSIGNMENT OF WAGES FORM FOR RELIGIOUS OBJECTIONS

Name: _____

Address: _____

Assignment: (Position) _____ (Building) _____

To: EDMONDS SCHOOL DISTRICT NO. 15

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the _____ charitable organization representation fees equivalent to the amount of the membership dues certified by the Edmonds Education Association.

I agree that this authorization and assignment shall be irrevocable for the duration of the Collective Bargaining Agreement and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Edmonds Education Association between August 1, 1986 and August 31, 1986 and further agree that my revocation shall be effective on August 31, 1986.

(Signature)

(Date)


EDMONDS SCHOOL DISTRICT NO. 15
CERTIFICATED EMPLOYEES' SALARY SCHEDULE

Appendix 3

1985-86

	I	II	III	IV	V	VI	VII	VIII
Yrs. Exp.	Bachelor's Degree	Fifth Year Certificate	5th Year +15	5th Year +30	5th Year +45	BA + 135 or M.A.	M.A. +45	Ph.D.
0	1.00 15327	1.08 16553	1.12 17166	1.16 17779	1.20 18392	1.26 19312	1.30 19925	1.34 20538
1	1.04 15940	1.13 17320	1.17 17933	1.21 18546	1.25 19159	1.31 20078	1.35 20691	1.39 21305
2	1.08 16553	1.18 18086	1.22 18699	1.26 19312	1.30 19925	1.36 20845	1.40 21458	1.44 22071
3	1.12 17166	1.23 18852	1.27 19465	1.31 20078	1.35 20691	1.41 21611	1.45 22224	1.49 22837
4	1.16 17779	1.28 19619	1.32 20232	1.36 20845	1.40 21458	1.46 22377	1.50 22991	1.54 23604
5	1.20 18392	1.33 20385	1.37 20998	1.41 21611	1.45 22224	1.51 23144	1.55 23757	1.59 24370
6	1.23 18852	1.38 21151	1.42 21764	1.46 22377	1.50 22991	1.56 23910	1.60 24523	1.64 25136
7	1.26 19312	1.43 21918	1.47 22531	1.51 23144	1.55 23757	1.61 24676	1.65 25290	1.69 25903
8	1.29 19772	1.48 22684	1.52 23297	1.56 23910	1.60 24523	1.66 25443	1.70 26056	1.74 26669
9	1.32 20232	1.53 23450	1.57 24063	1.61 24676	1.65 25290	1.71 26209	1.75 26822	1.79 27435
10	1.35 20691	1.58 24217	1.62 24830	1.66 25443	1.70 26056	1.76 26976	1.80 27589	1.84 28202
11	1.38 21151	1.63 24983	1.67 25596	1.71 26209	1.75 26822	1.81 27742	1.85 28355	1.89 28968
12				1.75 26976	1.80 27589	1.86 28508	1.90 29121	1.94 29734
13					1.85 28355	1.91 29275	1.95 29888	1.99 30501
14					1.90 29121	1.96 30041	2.00 30654	2.04 31267
15					1.95 29888	2.01 30807	2.05 31420	2.09 32033

Salaries specified are for 182 contracted days for continuing employees, 183 days for employees new to the District.

 Employees who were placed on any of these steps in 1979-80 will continue to have access to all of these steps. These steps shall not be available to other employees.

A career increment in the amount of \$750 subject to the provisions of Section 3.2 will be added to the salary for the final year of employment for a full-time employee with twenty (20) or more years of experience which meets criteria for recognition under the provisions of Section 3.1, providing the employee submits a resignation by September 30 of that final year. Part-time employees will be eligible for a prorated amount.

EDMONDS SCHOOL DISTRICT NO. 15
Lynnwood, WA 98036

Appendix 4

EXTRA-DUTY SALARY SCHEDULE

Extra Duty Pay Categories (Decimal factors are to be multiplied by the base of the
Certificated Employees' Salary Schedule--Appendix 3)

A. Athletic Coaches

1.

Group	High School Sports	Middle School Sports	Exp. Level	0	1	2	3	4
I	Boys Basketball Girls Basketball Wrestling Football		Head	.140	.150	.160	.170	.180
			Asst.	.091	.098	.104	.111	.117
II	Boys Swimming Track Boys Soccer Volleyball		Head	.120	.130	.140	.150	.160
			Asst.	.078	.085	.091	.098	.104
III	Baseball Girls Swimming Cross Country Softball Girls Soccer		Head	.100	.110	.120	.130	.140
			Asst.	.065	.072	.078	.085	.091
IV	Tennis	Basketball Baseball Soccer Softball Wrestling Track Volleyball	Head	.080	.090	.100	.110	.120
			Asst.	.052	.059	.065	.072	.078

Experience Credit

- Coaches will receive experience credit for each year they coach the specific sport as a regular paid staff member in a secondary school.
- Experience credit may be given for specific sports which are considered similar in regard to type and skills involved. This has been approved in the following: baseball to softball, and the reverse, and track to cross country, but not the reverse.
- Interpretation of any area not covered in these rules shall be subject to the determination of the Director of Human Resources after consultation with the Coordinator of Athletics.

EXTRA-DUTY SALARY SCHEDULE

Appendix 4
Page 2

B. Non-Athletic Duties

1. High Schools

<u>General Fund Positions:</u>		<u>Decimal Factor</u>
A. S. B. Accountant		.09
Band Advisor		.10
Cheer & Song Leader Advisor		.04
Chess Club Advisor		.05
Debate Advisor		.08
Drama Advisor		.085
Intramural Advisor		.05
Newspaper Advisor		.06
Ticket Manager		.085
Vocal Advisor		.085
Yearbook Advisor		.06
Special Building Programs		.14
Total		.925
<u>Vocational Fund Positions:</u>		
FBLA Advisor		.036
VICA Advisor		.036
FFA Advisor		.036
FHA Advisor		.036

2. Middle School

<u>General Fund Positions:</u>		<u>Decimal Factor</u>
A. S. B. Advisor		.04
A. V. Coordinator		.05
Intramural Advisor		.05
Special Building Programs		.208
Total		.348

3. Elementary Schools and Scriber Lake High School

<u>General Fund Positions</u>	<u>Decimal Factor</u>
Special Building Programs	.163

A-36c
10/85

EDMONDS SCHOOL DISTRICT NO. 15
Lynnwood, WA 98036-5789

Appendix 5

LEAVE REQUEST FORM

Name _____ Position _____

School or Department _____ Date(s) Involved _____

EMERGENCY LEAVE (4.1.C)

☐ My signature certifies that this leave request conforms to the terms and conditions of the Collective Bargaining Agreement (Article IV, Section 4.1 or Article IV, Section 4.2.K) and that the matter cannot be done at any other time or date.

PERSONAL LEAVE (4.2.K)

Signature of Employee _____

IMMEDIATE FAMILY ILLNESS (4.1.B.3)

☐ State relationship _____

BEREAVEMENT (4.2.C)

☐ State relationship _____

OTHER LEAVES in Sections 4.2 and 4.3
(Other than 4.2.C, 4.2.I, 4.2.J and 4.2.K)

☐ Section 4.2
Specify type of leave _____

☐ Section 4.3
Specify purpose _____

PROFESSIONAL ORGANIZATION
(4.2.I and 4.2.J)

☐ Section 4.2.I
Type of meeting _____

☐ Section 4.2.J
Type of meeting _____

IS A SUBSTITUTE REQUIRED? Yes _____ No _____ Give date(s) and hours _____

Grade _____ Subject _____ Substitute preferred _____

Are any costs reimbursable? Yes _____ No _____ From whom? (Explain) _____

Signature of Employee _____

Signature of Supervisor (Denotes awareness of request; does not signify approval.) _____

Date Filed with Supervisor _____

TO BE COMPLETED BY THE HUMAN RESOURCES OFFICE:

____ Approved _____ No Deductions _____ Charge to Leave Account (Sick Leave)
____ Disapproved _____ Deductions _____ Charge to Leave Account (Personal)

Date _____

Signature of Superintendent (or Designee) _____

Comments: _____

REQUEST FOR SPECIAL LEAVE

NAME _____ DATE _____

SCHOOL _____

Request for Special Leave for the _____ school year.

Terms and Conditions of Special Leave

Article IV, Section 4.4.D.3.: Any Special Leave granted on/or after July 1, 1983, will be limited to two (2) consecutive renewals or a maximum of three (3) consecutive school years.

Article IV, Section 4.4.D.4.: While on Special Leave, an employee shall not be employed by any nonpublic educational program in Snohomish or King Counties.

I have read and understand the terms and conditions of the Special Leave Provisions as stated in Article IV, Section 4.4.D. of the Collective Bargaining Agreement. Furthermore, I understand any violation of such provisions by the undersigned will be cause for action by Edmonds School District No. 15.

Date _____ Signature _____

REQUEST FOR VOLUNTARY TRANSFER OR VOLUNTARY EXCHANGEDeadline for Submission: March 15, 1985Now Assigned to:

NAME _____

☐ Elementary
☐ Middle School
☐ High School
☐ Special Education

Present Assignment _____ School _____

I. VOLUNTARY TRANSFERS

I am requesting a transfer from my school or program to: (Please list in order of preference.)

	<u>SCHOOL</u>	<u>GRADE</u>	<u>SUBJECT(S)</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Please answer only if you have requested a change of level above.

If your specific request for transfer cannot be accommodated, do you prefer assignment to any school at the requested level over remaining at your present level?

Yes _____ No _____

II. INVOLUNTARY TRANSFER -- SCHOOL CLOSUREPlease answer the following only if you have been involuntarily transferred because of school closure and are seeking a return to your previous level.

When did the involuntary transfer take place? _____ school year

From _____ to _____

School and Level School and Level

III. VOLUNTARY EXCHANGE

I am requesting an exchange of teaching assignment as outlined below:

From:

_____	_____	_____
Present School	Grade	Subject(s)

Exchange With:

_____	_____	_____
Present School	Grade	Subject(s)

Signature Date

Distribution: Human Resources - white
Principal - pink

Association - yellow
Employee - goldenrod

DISTRIBUTION OF FORM:

Association Representative
Immediate Supervisor
Association
Grievant

COMPLAINT BY THE AGGRIEVED

Type or Print:

Aggrieved Person _____ Date of Formal Presentation _____

School _____ Immediate Supervisor _____

Association Representative _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Aggrieved

DECISION OF SCHOOL PRINCIPAL
OR IMMEDIATE SUPERVISOR

School _____ School Principal/
Immediate Supervisor _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE

☐ As written

☐ See attached

Date of Decision _____

Signature of School Principal or Immediate
Supervisor

AGGRIEVED PERSON'S RESPONSE:

____ I accept the above decision.

____ I hereby refer the above decision to the superintendent for review.

Date of Response _____

Signature of Aggrieved

DECISION BY SUPERINTENDENT

Date of Appeal
Received by
Superintendent _____

Date of Hearing
Held by
Superintendent _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

As written

See attached

Date of Decision _____

Signature of Superintendent

AGGRIEVED PERSON'S RESPONSE:

____ I accept the above decision by the superintendent.

____ I hereby submit this grievance to arbitration.

Date of Response _____

Signature of Aggrieved

PROFESSIONAL GROWTH PLAN FORM

Name _____

School(s) _____

Subject(s)/Grade(s)/Specialized Service(s):

Professional Growth Plan:

Factors that may enhance or limit the stated
Professional Growth Plan:

Evaluator Signature

Date of Conference

Employee Signature

FORMAL OBSERVATION FORM--TEACHER

Name _____

Date of Observation _____

School(s) _____

Time of Observation _____

Subject(s)/Grade(s)/Specialized Service(s):

This observation is based upon the following criteria and the Professional Growth Plan, if required, identified on the Professional Growth Plan Form.

CRITERIA	OBSERVATIONS
1. Instructional Skills	
2. Classroom Management	
3. Professional Preparation and Scholarship	
4. Effort Toward Improvement When Needed	

CRITERIA	OBSERVATIONS
5. Handling of Student Discipline and Attendant Problems	
6. Interest in Teaching Pupils	
7. Knowledge of Subject Matter	
8. Involvement with Parents and Staff	
Professional Growth Plan	
<div data-bbox="289 1772 604 1810">Evaluator Signature</div>	<div data-bbox="1198 1864 1507 1898">Date of Conference</div>
<div data-bbox="305 1961 613 1999">Employee Signature</div>	

FORMAL OBSERVATION FORM - CERTIFICATED SUPPORT PERSON

Name _____

Date of Observation _____

School(s) _____

Time of Observation _____

Subject(s)/Grade(s)/Specialized Service(s):

This observation is based upon the following criteria and the Professional Growth Plan, if required, identified on the Professional Growth Plan Form.

CRITERIA	OBSERVATIONS
1. Knowledge and Scholarship in Special Fields	
2. Specialized Skills	
3. Management of Special and Technical Environ- ment	
4. The Employee as a Pro- fessional	

CRITERIA	OBSERVATIONS
5. Involvement in Assisting Pupils, Parents and Educational Personnel	
Professional Growth Plan	

Evaluator Signature

Date of Conference

Employee Signature

EVALUATION OF PROFESSIONAL STAFF

Final Evaluation Report - Teacher

Name _____ Annual _____
School(s) _____ 90-Day (Provision) _____
Subject(s)/Grade(s)/Specialized Service(s): _____ Other (specify) _____

This evaluation is based upon the general criteria and the Professional Growth Plan,
if required, reviewed in the initial conference on _____
date _____

Formal observations for evaluation were made on the following dates: _____

CRITERIA	Satisfactory	EVALUATIVE COMMENTS
	Below Average Unsatisfactory	
1. Instructional Skill		
2. Classroom Management		
3. Professional Preparation and Scholarship		
4. Effort Toward Improvement When Needed		
5. Handling of Student Discipline and Attendant Problems		
6. Interest in Teaching Pupils		
7. Knowledge of Subject Matter		
8. Involvement with Parents and Staff		
Professional Growth Plan		

Final Evaluation Report - Teacher (cont'd)

ADDITIONAL COMMENTS

After having reviewed the Formal Observation Forms and the written response thereto, if any, it is my judgment, based on adopted criteria and the Professional Growth Plan, if required, that this teacher's overall performance has been

(satisfactory or unsatisfactory)

during the evaluation period (_____)
covered in this report.

Evaluator Signature

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response before June 30 of this school year.

Date

Teacher

FINAL EVALUATION REPORT - CERTIFICATED SUPPORT PERSON

Name _____ Annual _____
School(s) _____ 90-Day (Provision) _____
Assignment _____ Other (specify) _____

This evaluation is based upon the general criteria and the Professional Growth Plan, if required, reviewed in the initial conference on _____. Formal observations date _____ for evaluation were made on the following dates: _____.

CRITERIA	Satisfactory	EVALUATIVE COMMENTS
	Below Average Unsatisfactory	
1. Knowledge and Scholarship in Special Fields		
2. Specialized Skills		
3. Management of Special and Technical Environment		
4. The Employee as a Professional		
5. Involvement in Assisting Pupils, Parents and Educational Personnel		
Professional Growth Plan		

Final Evaluation Report - Certificated Support Person (cont'd)

ADDITIONAL COMMENTS

After having reviewed the Formal Observation Form and the written response thereto, if any, it is my judgment, based on adopted criteria and the Professional Growth Plan, if required, that this support person's overall performance has been

_____ during the evaluation period (_____) covered
(satisfactory or unsatisfactory)

in this report.

Evaluator Signature

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response before June 30 of this school year.

Date

Support Person

EDMONDS SCHOOL DISTRICT NO. 15
SCHOOL CALENDAR
1984-85

Appendix 10-a

M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
AUGUST					SEPTEMBER					OCTOBER				
		1	2	3	*	4	5	6	7	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	8	9	10	11	*
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
27	28	29	*	*						29	30	31		
NOVEMBER					DECEMBER					JANUARY				
			1	2	3	4	5	6	7	-1-	2	3	4	
5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
*	13	14	15	16	17	18	19	20	21	14	15	16	17	18
19	20	21	*	*	24	25	26	27	28	*	22	23	24	25
26	27	28	29	30	31					*	29	30	31	
FEBRUARY					MARCH					APRIL				
				1					1	-1-	2	3	4	5
4	5	6	7	8	4	5	6	7	8	8	9	10	11	12
11	12	13	14	15	11	12	13	14	*	15	16	17	18	19
*	19	20	21	22	18	19	20	21	22	22	23	24	25	26
25	26	27	28		25	26	27	28	29	29	30			
MAY					JUNE					JULY				
		1	2	3	3	4	5	6	7	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26
*	28	29	30	31						29	30	31		

--*Holidays and Nonschool Days

August 30-31	Nonworkdays
September 3	Labor Day
October 12	Fall Inservice
November 12	Veterans' Day
November 22-23	Thanksgiving Recess
Dec. 20-Jan. 1	Winter Recess
●●January 21	Martin Luther King Day
January 28	Nonworkday
February 18	Presidents' Day
March 15	Spring Inservice (unless used as make-up day under section 6.11)
April 1-5	Spring Recess
May 27	Memorial Day

<input type="checkbox"/> August 27, 1984	—New employee orientation workday
<input type="radio"/> August 28, 29, 1984	—Inservice workdays for all employees
<input type="checkbox"/> September 4, 1984	—First day of student attendance
<input type="checkbox"/> June 13, 1985	—Last day for teachers and students (unless extended by closure under Section 6.11)

△ Quarters end on:	—Friday, November 2, 1984
	—Friday, January 25, 1985
	—Friday, March 29, 1985

◇ Trimesters end on:	—Friday, November 30, 1984
	—Thursday, March 14, 1985

- In the event the State Legislature establishes Martin Luther King Day as a school holiday on a date other than January 21, 1985, the legislated date will be substituted for January 21, 1985.

Quarters/Trimesters/Semesters — Grade Sheets/Report Cards

Grade sheets and/or report cards are due at the close of the employee workday on the fourth (4th) scheduled workday following the day designated as the last day of the quarter, trimester or semester, provided that at the end of the second semester/third trimester and/or fourth (4th) quarter, report cards and/or grade sheets shall be turned in to the responsible building administrator no later than the end of the last day of school.

Make-up Day(s) Necessitated by Closure Pursuant to Section 6.11

Should one day of school closure, pursuant to Section 6.11 (School Calendar), occur before March 15, 1985, the Spring Inservice day of March 15, 1985 shall be used as the make-up day.

Should two or more days of school closure, pursuant to Section 6.11 (School Calendar), occur before March 15, 1985, the Spring Inservice day of March 15, 1985 shall be used. Additional make-up days shall commence on June 14, 1985.

Should one or more days of school closure, pursuant to Section 6.11 (School Calendar), occur after March 15, 1985, make-up days for such closure will commence on June 14, 1985.

EDMONDS SCHOOL DISTRICT NO. 15
SCHOOL CALENDAR
1985-86

Appendix 10-b

M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
AUGUST					SEPTEMBER					OCTOBER				
			1	2	*	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	*
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	*	*	30					28	29	30	31	
NOVEMBER					DECEMBER					JANUARY				
				1	2	3	4	5	6					
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
*	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	*	21	22	23	24
25	26	27	*	*	30	31				*	28	29	30	31
FEBRUARY					MARCH					APRIL				
3	4	5	6	7	3	4	5	6	7					
10	11	12	13	14	10	11	12	13	14	7	8	9	10	11
*	18	19	20	21	17	18	19	20	*	14	15	16	17	18
24	25	26	27	28	24	25	26	27	28	21	22	23	24	25
					31					28	29	30		
MAY					JUNE					JULY				
			1	2	2	3	4	5	6		1	2	3	4
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
*	27	28	29	30	30					28	29	30	31	

--*Holidays and Nonschool Days

August 29-30	Nonworkdays
September 2	Labor Day
October 11	Fall Inservice
November 11	Veterans' Day
November 28-29	Thanksgiving Recess
Dec. 23-Jan. 3	Winter Recess
••January 20	Martin Luther King Day
January 27	Nonworkday
February 17	Presidents' Day
March 21	Spring Inservice
	(unless used as make-up day
	under section 6.11)
March 31-April 4	Spring Recess
May 26	Memorial Day

- ☐ August 26, 1985
☐ August 27, 1985
☐ September 3, 1985
☐ June 13, 1986

- New employee orientation workday
—Inservice workdays for all employees
—First day of student attendance
—Last day for teachers and students
(unless extended by closure under
Section 6.11)

- In the event the State Legislature establishes
Martin Luther King Day as a school holiday on
a date other than January 20, 1986, the legislated
date will be substituted for January 20, 1986.

Quarters/Trimesters/Semesters — Grade Sheets/Report Cards

The District shall determine the beginning and ending dates of the quarters/trimesters and/or semesters. Grade sheets and/or report cards are due at the close of the employee workday on the fourth (4th) scheduled workday following the day designated as the last day of the quarter, trimester or semester, provided that at the end of the second semester/third trimester and/or fourth (4th) quarter, report cards and/or grade sheets shall be turned in to the responsible building administrator no later than the end of the last day of school.

Make-up Day(s) Necessitated by Closure Pursuant to Section 6.11

Should one day of school closure, pursuant to Section 6.11 (School Calendar), occur before March 21, 1986, the Spring Inservice day of March 21, 1986 shall be used as the make-up day.

Should two or more days of school closure, pursuant to Section 6.11 (School Calendar), occur before March 21, 1986, the Spring Inservice day of March 21, 1986 shall be used. Additional make-up days shall commence on June 16, 1986.

Should one or more days of school closure, pursuant to Section 6.11 (School Calendar), occur after March 21, 1986, make-up days for such closure will commence on June 16, 1986.

MEMORANDUM OF UNDERSTANDING

It is the intent of the parties (Edmonds Education Association and Edmonds School District No. 15) that this (Memorandum of Understanding) will provide employment pool rights for individuals who qualify under the criteria set forth herein. The members of this employment pool, hereafter referred to as Employment Pool B, will be considered for positions only when there are vacancies, as defined herein, which cannot be filled by members of the regular employment pool established under the provisions of Article VIII of the Collective Bargaining Agreement. All individuals who meet the criteria listed herein will be maintained on a separate listing. There is appended to this Memorandum of Understanding a complete listing of all individuals who meet the criteria for membership in Employment Pool B.

In order to qualify for membership in Employment Pool B, an individual shall meet the following criteria:

1. Have held a non-continuing contract during the 1980-81, 1981-82 or 1982-83 school years, and have total contracted service (in the aggregate) in the Edmonds School District on continuing and/or non-continuing contracts of at least 3.0 years.
2. A year of experience for purposes of this Memorandum of Understanding shall be defined as contracted service based on a 183 day work year (or the length of the work year at the time of such experience) and a 1.0 FTE contract. (Part-time contracted experience will be accepted provided that the sum of the parts equal at least 3.0 years of experience.)

Employment Pool B members shall be limited to two (2) qualifying categories. Category qualification shall require that an individual shall qualify for a given category if .4 FTE or more of the individual's assignment has been devoted to such category for one year or if .2 FTE or more of such individual's assignment has been devoted to such category in two consecutive years during the qualifying period, 1980-83.

The following categories are established:

1. Elementary teaching personnel will be considered for retention in the following categories: General Elementary (K-6), Instrumental Music, Vocal Music, Physical Education, Teacher of the Gifted, and Remediation Assistance and Chapter I.
2. Secondary teaching personnel will be considered for retention in the following categories: Art, Business Education, Computer Education, English, English as a Second Language, Foreign Language (by each individual language to be offered), Health, Home Economics, General Math, Advanced Math (including Algebra), Vocal Music, Instrumental Music, Physical Education, Reading, General Science (including all 7, 8, and 9th grade sciences except 9th grade Biology), Chemistry, Physics, Biological Science (including 9th grade Biology), Scriber Lake (by individual program), Social Studies, Teacher of the Gifted, Traffic Safety, and Industrial Arts-Vocational (by each individual program to be offered).

3. Supportive staff personnel will be considered for retention in the following categories: General Counselor, Vocational Counselor, Elementary Learning Resource Specialist, Secondary Learning Resource Specialist, Specialists - by area of specialty, Psychologist* and Nurse.
4. Special Education personnel will be considered for retention in the following categories: Elementary Special Education Teacher, Secondary Special Education Teacher, Teacher of the Blind, Teacher of the Deaf, Educational Caseworker, Medical Caseworker, Communications Disorders Specialist, Audiologist, Occupational Therapist, Physical Therapist, Specialist - by area of specialty and Psychologist*.

*All psychologists shall be considered for retention in one category.

Individuals shall provide category qualifying information to the Personnel Services Division on a form provided by the District.

An individual's FTE contract entitlement shall be equivalent to the highest contracted FTE position held during the 1980-81, 1981-82 or 1982-83 school years.

Individual members of Employment Pool B will be offered available positions in order of seniority within their qualifying categories. Seniority within the meaning of this Memorandum shall mean years of experience as defined above.

When a vacancy occurs for which a person in Employment Pool B is qualified under the criteria of this Memorandum, the District will attempt to contact such individual by telephone with the offer of the position. Such individual will have up to three (3) calendar days (during which the District Personnel Office is open) to accept or reject the position and up to seven (7) calendar days from the date of the offer to begin service with the District.

It shall be the responsibility of the individual to provide the Personnel Office with a telephone number and address where he/she or his/her designee can be reached at all times.

If an individual in Employment Pool B fails to accept two (2) positions offered, such individual will be dropped from Employment Pool B.

The District shall provide an employee who is recalled to a position during the school year one (1) working day for orientation to the new position. The building principal and/or designee will be responsible for such orientation.

The term "vacancy," for purposes of this Memorandum, shall mean all teaching; elementary, secondary, and supportive staff and special education positions to be filled by the District for a period of sixty (60) or more consecutive contract days during any year in which Employment Pool B exists.

An individual accepting a contract for a position of half-day service or less, shall be given the opportunity to fill vacancies for greater daily service in categories for which they qualify before such vacant positions are offered to others in Employment Pool B. Only one such improvement in daily contracted service which results in a transfer or reassignment to another program or building will be allowed per individual during a contracted year.

Employment Pool B will be established for the 1983-84 school year within ten (10) days following the ratification of this Memorandum. Employment Pool B shall exist until November 1, 1986 or until exhausted, whichever occurs first.

EDMONDS EDUCATION ASSOCIATION

EDMONDS SCHOOL DISTRICT NO. 15

/s/ Warren Henderson
For the Association

/s/ Joe Bullard
For the District

October 4, 1983
Date

October 4, 1983
Date

EMPLOYMENT POOL B MEMBERS

BRAY, Jeanne
DAFFORN, Rhonda
EASTMAN, Pamela
FORTIN, Sharon
LEWARNE, Pauline
MC LEOD, Nelsie
NORMAN, Patty
SNOEY, Betsie
STALDER, Elaine
WILSON, Linda



830741
August 5, 1986

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

Accounting Coordinator
Edmonds School District 15
3800 196th Avenue SW
Lynwood, Washington 98036

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): With Edmonds Education Association. The agreement we have on file expired July 1984.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

**PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).**

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 904
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business Public School District (Edmonds School District #15)
4. If your agreement has been extended, indicate new expiration date _____

Penny Peters, Director of Employee Relations
Your Name and Position

(206) 771-0747

Area Code/Telephone Number

3800 - 196th S.W.
Address

Lynnwood, WA 98036

City/State/ZIP Code